SUBJECT: TENDER FOR THE PROCUREMENT OF HELICOPTER/S FOR BORDER CONTROL ARMOED FORCES OF MALTA

Closing Date: 30 OCT 2012 at 10:00am CET

Date Published: 04 SEP 2012

Cost of the Tender Document: €1,000.00

Tender part-financed by the EXTERNAL BORDERS FUNDS 2012/2013 (EBF)
Co-financing rate: 75% EU funds; 25% National Funds

IMPORTANT:

- Tenderers are to ensure that the mandatory tender guarantee (bid bond) of €180,000 is to remain valid up to 29 MAR 2013.

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

Department of Contracts
Notre Dame Ravelin, Floriana FRN 1600, Malta. Tel: (356) 21220212. Fax: (356) 21247681 Email: info.contracts@gov.mt
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A. GENERAL PART

1. General Instructions

1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority, 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.

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.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

1.2 The subject of this tender is the manufacture, supply, delivery, installation, commissioning, maintenance, after-sales services, and training of the following goods:

- Procurement of 1 Helicopter for Border Control purposes subject to availability of funds from the European Borders Fund Programme - 2012; with the option of procuring at the same quoted price another identical Helicopter subject to availability of funds from the European Borders Fund Programme - 2013. Bidders have to quote for a Service & Support Package, but it will be in the discretion of the Contracting Authority to decide whether to opt for this package.
- In addition, a third identical helicopter, will be considered, subject to availability of funds from ISF 2014 Programme. Bidders have to guarantee the supply of the third helicopter till the year 2015 with a justifiable and reasonable price escalation not exceeding 5%.

1.3 The place of acceptance of the supplies shall be Air Wing, Armed Forces of Malta, the time-limits for delivery shall be fifteen (15) months (for each helicopter) from date of last signature of the contract, and the INCOTERM<sup>2000</sup> applicable shall be Delivery (Duty Paid).

1.4 This is a unit-price contract.

1.5 The tenderer will bear all costs associated with the preparation and submission of the tender. The Central Government Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.6 The Central Government Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>DATE</th>
<th>TIME*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarification Meeting (Refer to Clause 9.1)</td>
<td>19 September 2012</td>
<td>10:00am</td>
</tr>
<tr>
<td>Deadline for request for any additional information from the Contracting Authority</td>
<td>15 October 2012</td>
<td></td>
</tr>
<tr>
<td>Last date on which additional information are issued by the Contracting Authority</td>
<td>24 October 2012</td>
<td></td>
</tr>
</tbody>
</table>
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. Financing

4.1 The project is co-financed by the European Union/Government of Malta, in accordance with the rules of EBF 2012/2013.

4.2 The beneficiary of the financing is the Armed Forces of Malta.

5. Eligibility

5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 69 of the Public Procurement Regulations.

5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.

- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, “origin” means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

6. Selection Criteria

6.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.

In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.

6.1.1 Evidence of financial and economic standing:

(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect. Under the same conditions, a group of economic operators as referred to in Regulation 32 of the Public Procurement Regulations may rely on the capabilities of participants in the group or of other entities)
Audited Accounts for the years 2008, 2009 and 2010, if not appearing on the website of the Malta Financial Services Authority (MFSA) by the closing date of this call for tenders.

The minimum requirements in order for a tender to be deemed compliant in terms of the submitted information at Form 4 of Volume 1 - Section 7 are:

(i) The minimum annual turnover during the past three years shall be not less than € 500 million.

6.1.2 Information about the tenderer’s technical capacity.

(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator.)

This information must follow the form in Volume 1, Section 4 of the tender documents and include:

- Bidders are to provide a list from the company aircraft register confirming that the helicopter type being offered is in service with at least three military/paramilitary/coast guard agencies in a Maritime Surveillance and Rescue role.
- Bidders must demonstrate the provision of the offered helicopter type in at least one of the mission configurations required (Border Patrol and/or Border Enforcement) to at least two customers over the last five (5) years.

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer. The Evaluation Committee reserves the right to request additional documentation in respect of the deliveries listed.

- Data concerning subcontractors and the percentage of works to be subcontracted (if applicable).

7. Multiple Tenders

7.1 A tenderer may submit multiple tender offers.

7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a subcontractor by any another tenderer, or joint venture/consortium.

7.4 A company may act as a subcontractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

8. Tender Expenses

8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

8.2 The Central Government Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

9. Clarification Meeting/Site Visit

9.1 A clarification meeting will be held on the date and time indicated in Clause 2, at Headquarters, Armed Forces of Malta, Luqa Barracks, Luqa, Malta; to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 11.2.
Meetings/visits by individual prospective tenderers during the tender period other than this meeting for all prospective tenderers cannot be permitted.

B. TENDER DOCUMENTS

10. Content of Tender Document

10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:

Volume 1 Instructions to Tenderers
Volume 2 Draft Contract
- General Conditions (available online from [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
- Special Conditions
Volume 3 Technical Specifications
Volume 4 Model Financial Bid

10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

11.1 Tenderers may submit questions in writing to the Central Government Authority through:
- sending an email to info.contracts@gov.mt
- online from the Registered Users’ Questions and Answers facility within the tender’s page
- through [www.contracts.gov.mt/contact-us](http://www.contracts.gov.mt/contact-us)
- fax number +356 21247681

up to 16 calendar days before the deadline for submission of tenders. The Central Government Authority must reply to all tenderers’ questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Department of Contracts ([www.contracts.gov.mt/tenders](http://www.contracts.gov.mt/tenders)) within the respective tenderer’s page, under the subheading “Preview & Free Tender Documents, and Clarifications”. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

11.3 The Central Government Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

13. Law

13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.
C. TENDER PREPARATION

14. Language of Tenders

14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Central Government Authority must be written in English.

14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

15. Presentation of Tenders

15.1 Tenders must satisfy the following conditions:
   (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.
   (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Department of Contracts, for verification purposes only should the need arise. The soft copy must be included with the original tender offer.
   (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.
   (d) All packages, as per (b) above, must bear only:
      (i) the above address;
      (ii) the reference of the invitation to tender concerned;
      (iii) the name of the tenderer.

16. Content of Tender (Three-Package Procedure)

16.1 The tender must comprise the following duly completed documents:

   Documentation to be inserted in package 1.
   (a) An original bid-bond for the amount of € 180,000, in the form provided in Volume 1, Section 3 (Note 1)

   Documentation to be inserted in package 2.
   (b) General/Administrative Information (Note 2)
       (i) Proof of Purchase of tender document (receipt)
       (ii) Statement on Conditions of Employment (Form 1 Volume 1, Section 4)
       (iii) Power of Attorney (if applicable) (Form 1 of Volume 1 - Section 7)
       (iv) Data on Joint Venture/Consortium (if applicable) (Form 2 of Volume 1 - Section 7)
       (v) Sub-Contracting (if applicable) (Form 3 of Volume 1 - Section 7)

   Selection Criteria (Note 2)

   Financial and Economic Standing (Note 2)
   (i) Audited Accounts for the years 2008, 2009 and 2010 if not appearing on the website of the Malta Financial Services Authority (MFSA) by the closing date of this call for tenders

   Technical Capacity (Note 3)
   (i) Bidders are to provide a list from the company aircraft register confirming that the helicopter type being offered is in service with at least three military/paramilitary/coast guard agencies in a Maritime Surveillance and Rescue role (as per Part 2 of Volume 1, Section 4).
   (ii) Bidders must demonstrate the provision of the offered helicopter type in at least one of the mission configurations required (Border Patrol and/or Border
Enforcement) to at least two customers over the last five (5) years (as per Part 2 of Volume 1, Section 4).

(e) Evaluation Criteria/Technical Specifications\(^{(Note 3)}\)

(i) Tenderer’s Technical Offer in response to specifications (Volume 3)

(ii) Literature (Form 3 Volume 1, Section 4)

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Documentation to be inserted ONLY in package 3.

(f) Financial Offer\(^{(Note 3)}\)

(i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;

(ii) A financial bid calculated on a basis of Delivered Duty Paid (DDP) for the supplies tendered inclusive of spare parts/after-sales services/maintenance/training as applicable, in the form provided in Volume 4.

Notes to Clause 16.1:

1. Tenderers will be requested to clarify/rectify, within two 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 two working days from notification.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

In terms of Regulation 83 of the Public Procurement Regulations, tenders shall only qualify for consideration if they are submitted in separate sealed packages as indicated above. Any indication of the financial offer in packages 1 and 2 will automatically disqualify the tender.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

17. Tender Prices

17.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.

17.2 The tender must be submitted in Euro (€).

17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked ‘Option 1’, ‘Option 2’ etc. for each individual option clearly outlining the price of the relative option is to be submitted.

17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Financial Statement.
For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.

The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

18. Currencies of Tender and Payments

18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

18.2 Payments will be made upon certification of supplies by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.

18.3 All correspondence relating to payments, including invoices and interim and final statements must be submitted as outlined in the contract.

19. Period of Validity of Tenders

19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.

19.2 In exceptional circumstances the Central Government Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.

19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

20.1 The tender guarantee is set at €180,000 (One hundred and eighty thousand Euro) and must be an original and valid guarantee presented in the form specified in Section 3. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid up to and including the 29 March 2013. The tender guarantee must be drawn up in the name of the Director General of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.

The tender guarantee (bid bond) is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Director General of Contracts on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

Tender guarantees provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the Closing Date and Time of the tender will be automatically disqualified.

Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the tender offer not being considered any further.
21. Variant Solutions

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

22. Preparation and Signing of Tenders

22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Central Government Authority.

22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Central Government Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.

22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Central Government Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

23.1 The tenders must be submitted in English and deposited in the Department’s tender box before the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.3 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

Department of Contracts,
Notre Dame Ravelin,
Floriana, FRN 1600
Malta

Tenders submitted by any other means will not be considered.

23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.

23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Central Government Authority will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

24.1 The Central Government Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Central Government Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

25. Late Tenders

25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Central Government Authority. The associated guarantees will be returned to the tenderers.
No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

26.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after the deadline for submission.

26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".

26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.3 and/or 24.1) at the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta by the General Contracts Committee. They will draw up a ‘Summary of Tenders Received’ which will be published on the notice board at the Department of Contracts and shall also be available to view on the Department’s website, www.contracts.gov.mt/tenders.

27.2 During the opening session, package one shall be opened first. Package two shall be opened during the same opening session only if the bid bond is for the correct amount and validity date requested, and is issued from a recognised bank or financial institution (the provisions of Article 16.1 shall also apply).

Tenders unaccompanied by package 1 (a VALID ORIGINAL bid bond), and/or package 2 (technical bid) by the closing date and time of tender shall not be considered for the award of this contract.

At the tender opening stage, package number 3 (financial bid) shall not be opened during the tender opening session, but will only be opened following the administrative and technical evaluation dealing with the acceptability or otherwise of the documents submitted in packages 1 and 2.

On opening package 3, the administrative compliance with regards to the contents thereto (Tender Form, Financial Offer etc) shall be evaluated.

The provisions of Part XI (Separate Packages in Tender Offer) of the Public Procurement Regulations (being reproduced in Volume 1, Section 6) shall apply.

27.3 Envelopes marked “withdrawal” will be read out first and returned to the tenderer.

27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.

28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Central Government Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.
29. Clarification of Tenders

29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.

29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

30.1 The following should be read in conjunction with Clause 27.

30.2 Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

Three-package tender: The eligibility criteria shall be evaluated simultaneously with the financial offer, since this is declared through the contents of the Tender Form (which is to be submitted in package 3).

(ii) Selection Criteria

- Evidence of financial and economic standing (sub-Clause 6.1.1)
- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. The financial evaluation will have to identify the best financial offer.
31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
(a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
(b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

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

33. Right Of The Central Government Authority To Accept Or Reject Any Tender

33.1 The Central Government Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Central Government Authority reserves the right to initiate a new invitation to tender.

33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Central Government Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

33.3 Cancellation may occur where:
(a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
(b) the economic or technical parameters of the project have been fundamentally altered;
(c) exceptional circumstances or force majeure render normal performance of the project impossible;
(d) all technically compliant tenders exceed the financial resources available;
(e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Central Government Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Central Government Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Central Government Authority to implement the programme or project announced.

34. Notification of Award, Contract Clarifications

34.1 Prior to the expiration of the period of validity of tenders, the Central Government Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).

34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
(i) the criteria for award;
(ii) the name of the successful tenderer;
(iii) the recommended price of the successful bidder;
(iv) the reasons why the tenderer did not meet the technical specifications/ notification that the offer was not the cheapest (if applicable);
34.3 The recommendations of the General Contracts Committee shall be published on the Notice Board of the Department of Contracts, and published online on the Department’s website, www.contracts.gov.mt/gcc.

35. Contract Signing and Performance Guarantee

35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.

35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Central Government Authority, the successful tenderer will sign and date the contract and return it to the Central Government Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Central Government Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 Before the Central Government Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Central Government Authority may consider the acceptance of the tender to be cancelled without prejudice to the Central Government Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Central Government Authority.

The tenderer whose tender has been evaluated as second cheapest may be recommended for award, and so on and so forth.

35.5 Only the signed contract will constitute an official commitment on the part of the Central Government Authority, and activities may not begin until the contract has been signed by the Central Government Authority and the successful tenderer.

35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Period of Delivery

36.1 The period of delivery indicated in Clause 1.3 of the Instructions to Tenderers commences from the date of last signature of the contract.

36.2 The Contractor must inform the Central Government Authority's representative by return that he has received the notice.
G. MISCELLANEOUS

37. Ethics Clauses

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Central Government Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

Without the Central Government Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.

The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Central Government Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of
Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

39. Gender Equality

39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus ‘inter alia’ refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.
VOLUME 1 SECTION 2 - TENDER FORM

(to be inserted in Package 3)

(A separate, distinct Tender Form must be submitted for EACH OPTION - if applicable - submitted)

Publication reference: ................................................
Tender Subject: TENDER FOR THE PROCUREMENT OF HELICOPTER/S FOR BORDER CONTROL
File Reference No.: CT3026/2012

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<th>A. TENDER SUBMITTED BY:</th>
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<td><strong>In case of a Joint Venture/Consortium:</strong></td>
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1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

3. The maximum amount of sub-contracting must not exceed 40% of the contract. The main contractor must carry out at least 60% of the contract by his own means.

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<th>Value of sub-contracting as percentage of the total cost</th>
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B CONTACT PERSON (for this tender)

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Address

.............................................................................................................
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E-mail


C TENDERER’S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Central Government Authority) for invitation to tender No CT3026/2012 of [......../......../......]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following supplies:

   Item 1.1 - Supply of Rotary Wing Aircraft (As per Volume 3 - Technical Specifications);
   Item 1.2 - Training Proposal (As per Volume 3 - Technical Specifications);
   Item 1.3(i) - Service & Support Package (As per Volume 3 - Technical Specifications);
   Item 1.3(ii) - Service & Support Package (As per Volume 3 - Technical Specifications);
   Item 1.3(iii) - Service & Support Package (As per Volume 3 - Technical Specifications);
   Item 1.3(iv) - Service & Support Package (As per Volume 3 - Technical Specifications);
   Item 1.3(v) - Service & Support Package (As per Volume 3 - Technical Specifications);
   Item 1.3(vi) - Service & Support Package (As per Volume 3 - Technical Specifications);

3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

   Item 1.1 - EUR _______________________
   Item 1.2 - EUR _______________________
   Item 1.3(vi) - EUR _______________________
   Total Cost for Items 1.1 to 1.3 on a DDP basis - EUR _______________________

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
We will inform the Central Government Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) **Tender Guarantee** *(Note 1)*
   - Bid Bond

(b) **General Information** *(Note 2)*
   - Proof of Purchase (Receipt)
   - Statement on Conditions of Employment
   - Power of Attorney (if applicable)
   - Data on Joint Venture Consortium (if applicable)

(c) **Selection Criteria** *(Note 2)*
   - Financial and Economic Standing *(Note 2)*
     - Audited Accounts for the last three (3) years if not appearing on the website of the Malta Financial Services Authority (MFSA) by the closing date of this call for tenders

(d) **Technical Capacity** *(Note 3)*
   - Experience as Contractor

(e) **Evaluation Criteria/Technical Specifications** *(Note 3)*
   - Tenderer’s Technical Offer
   - Literature

(f) **Tender Form, and Financial Offer** *(Note 3)*

**Notes:**

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

I acknowledge that the Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

We note that the Central Government Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.
14. We confirm that the price quoted shall remain applicable for the provision of the second identical Helicopter at the same conditions to be purchased by the Contracting Authority within 18 months from the closing date of the submission of this tender. We are also acknowledging that the Contracting Authority is not bound to purchase the second helicopter.

15. We agree that the Contracting Authority reserves the right to opt out from the signing of the PBH agreement prior to the delivery of the aircraft even though this will be part of Volume 4 - Financial Bid.

Name and Surname: ___________________________________________

I.D. / Passport Number: _______________________________________

Signature of tenderer: _________________________________________

Duly authorised to sign this tender on behalf of: ___________________

Company/Lead Partner VAT No: _________________________________
(if applicable)

Stamp of the firm/company: ___________________________________

Place and date: ______________________________________________
VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

(to be inserted in Package 1)

[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the Director of Contracts has invited tenders for the procurement of Helicopter/s for Border Control, and whereas Messrs ........................................................ [Name of tenderer] (hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we .................................................. [Name of Bank], hereby guarantee to pay you on your first demand in writing a maximum sum of one hundred and eighty thousand Euro (€180,000) in case the Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

This guarantee is valid for a period of one hundred and fifty (150) days from the closing date of submission of tenders, and expires on the 29 March 2013. Unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

Yours faithfully,

..................................
Bank Manager

..................................
Date
Annex To Tender Guarantee Form

Contact Details of Tenderer

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(To be submitted with the Tender Guarantee in case the provisions of Article 1.1 of the Instructions to Tenderer need to be applied)
1. Statement on Conditions of Employment

Tenderers are to ensure that self-employed personnel registered with Maltese Authorities are not engaged as employees of the company on this contract. Self-employed personnel may be engaged as subcontractors or as partners in a Joint Venture. Non-compliance will invalidate the contract.

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

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: ........................................................................
2 - List of Principal Deliveries

(to be inserted in Package 2)

Bidders are to provide a list from the company aircraft register confirming that the helicopter type being offered is in service with at least three military/paramilitary/coast guard agencies in a Border Patrol and/or Border Enforcement role

(As requested in Article 16di of Volume 1 Section 1 - Instructions to Tenderers)

<table>
<thead>
<tr>
<th>Helicopter Type</th>
<th>Mission</th>
<th>Client*/ Contracting Authority*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Bidders must demonstrate the provision of the offered helicopter type in at least one of the mission configurations required (Border Patrol and/or Border Enforcement) to at least two customers over the last five (5) years.

(As requested in Article 16dii of Volume 1 Section 1 - Instructions to Tenderers)

<table>
<thead>
<tr>
<th>Description of Helicopter</th>
<th>Total Value of Supplies</th>
<th>Date of Delivery</th>
<th>Client*/ Contracting Authority*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

* In so listing the end clients, I am giving my consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the supplies provided to them.

Signature: ................................................................. Date: ...............................  

(the person or persons authorised to sign on behalf of the tenderer)
3 - Literature/Proposals

(to be inserted in Package 2)

1. List of literature/proposals to be submitted with the tender offer

<table>
<thead>
<tr>
<th>Description</th>
<th>Reference in Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Literature to be submitted with the tender offer.</td>
<td>As per paras. 3.5, 3.8, 4, 5, 6.1, 7, 8, 9, 10, 11 and 12 of Volume 3 - Technical Specifications</td>
</tr>
<tr>
<td>Proposal to be submitted with the tender offer.</td>
<td>As per paras. 13 &amp; 14 of Volume 3 - Technical Specifications</td>
</tr>
</tbody>
</table>

Signature: .................................................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: ..............................................................................................................
Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the execution of the contract.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Central Government Authority: means the Department of Contracts

Contracting Authority: means the final beneficiary.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

Contract value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contractor: The successful tenderer, once all parties have signed the contract.

Day: Calendar day.

Dayworks: Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

Defects Notification Period: The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

Drawings: Drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

Engineer’s representative: Any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

Equipment: Machinery, apparatus, components and any other articles intended for use in the works.

Evaluation Committee: A committee made up of an odd number of voting members (at least three) appointed by the Central Government Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Final acceptance certificate: Certificate(s) issued by the Engineer to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

Final Beneficiary: The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.
General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Engineer which modifies the works.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project Manager: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority, where the latter is not the Central Government Authority.

Provisional sum: A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

Site: The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

Supervisor/Engineer: The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Works: Works of a permanent or temporary nature executed under the contract.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.
Part XII - Separate packages in tender offer

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

(1) Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:

(a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;
(b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and
(c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.

(2) In the process of adjudicating the tender, the packages for all tenderers shall be opened in public and in the sequence enumerated in the sub-regulation (1). When at any stage, any tenderer fails to comply with the tendering procedural requirements and, or with the specifications, the remaining packages in his tender offer are to be discarded unopened:

Provided that the Director of Contracts or, with his authorization, any contracting authority, shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

(3) Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Department of Contracts as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.

(4) A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Department of Contracts at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer’s or other person having or having had an interest in obtaining a particular public contract’s favour:

Provided that the deposit shall in no case be less than ten thousand euro (€10,000) or more than fifty-eight thousand euro (€58,000).

(5) The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.

(6) The procedure to be followed by the Board when carrying out the review shall consist in a complete and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.

(7) In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.
(8) The Chairman of the Review Board shall also have the right to seek expert advice from outside the department or contracting authority involved.

(9) The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.

(10) Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

Provided that any rights granted to tenderers by virtue of regulation 85(6) shall also apply to appeals decided by the Review Board under this Part:

Provided further that any tenderers whose complaint have been heard in terms of sub-regulation (4) may request a substitute of the members of the Review Board when appealing in terms of sub-regulation (10).

Part XIII - Appeals

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

(1) Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

(2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

(a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;

(b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;

(c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.
Forms to be filled in by the Tenderer:

Form 1 - Power of Attorney
Form 2 - Data on Joint Venture/Consortium (where applicable)
Form 3 - Sub-Contracting
Form 4 - Financial Statement
Form 5 - List of Recommended Spare Parts/Special Tools/Consumables/Accessories
Form 6 - After-Sales Services Proposal
Form 7 - Training Proposal

Notes to Tenders

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, “not applicable” should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in Euro. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation in the language of the procedure.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
9. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.
Form 1 - Power of Attorney (if applicable in terms of Article 5.3 of the Instructions to Tenderers)

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .....................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: ..............................................................................
**Form 2 - Data on Joint Venture/Consortium (Where applicable)**

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>............................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Managing Board’s Contact Details</td>
<td>Address: ........................................................................................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>........................................................................................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Telephone: ........................................ Fax: .................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: ..................................................................................................................................</td>
</tr>
<tr>
<td>3</td>
<td>Agency in the state of the Contracting Authority, if any (in the case of a Joint Venture/Consortium with a foreign lead partner)</td>
<td>Address: ........................................................................................................................................</td>
</tr>
<tr>
<td></td>
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<td>........................................................................................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Telephone: ........................................ Fax: .................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: ..................................................................................................................................</td>
</tr>
<tr>
<td>4</td>
<td>Names of Partners</td>
<td>(i) ...........................................................................................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) ...........................................................................................................................................</td>
</tr>
<tr>
<td></td>
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<td>(iii) ...........................................................................................................................................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iv) ...........................................................................................................................................</td>
</tr>
<tr>
<td>5</td>
<td>Name of Lead Partner</td>
<td>.............................................................................................................................................</td>
</tr>
<tr>
<td>6</td>
<td>Agreement governing the formation of the Joint Venture/Consortium (Enclose Joint Venture/Consortium Agreement)</td>
<td>Place of Signature: .................................................. Date of Signature: ........................................</td>
</tr>
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<td></td>
<td></td>
<td>........................................................................................................................................</td>
</tr>
<tr>
<td>7</td>
<td>Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*</td>
<td>* The company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means</td>
</tr>
<tr>
<td></td>
<td></td>
<td>............................................................................................................................ - ....% ............................................................................................................................ - ....%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>............................................................................................................................ - ....% ............................................................................................................................ - ....%</td>
</tr>
</tbody>
</table>

Signature: .................................................................
(\textit{the person or persons authorised to sign on behalf of the tenderer})

Date: .............................................................................
**Form 3 - Sub-Contracting**

If the tenderer plans to sub-contract part of the works, he must provide the following details:

<table>
<thead>
<tr>
<th>Supplies intended to be sub-contracted</th>
<th>Name and details of sub-contractors</th>
<th>Value of sub-contracting as percentage of the total cost</th>
<th>Experience in similar services (details to be specified)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

Signature: .................................................................

*(the person or persons authorised to sign on behalf of the tender)*

Date: ...........................................................................

- 35 -
Form 4 - Financial Statement

Please provide all of the information required by this form in Euro.

1  Basic capital

<table>
<thead>
<tr>
<th>Narrative</th>
<th>€</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>Currency</td>
<td></td>
</tr>
<tr>
<td>Authorised</td>
<td></td>
</tr>
<tr>
<td>Issued</td>
<td></td>
</tr>
</tbody>
</table>

2  Annual value of supplies undertaken for each of the last three years, and projected for the next two years

<table>
<thead>
<tr>
<th>Euro</th>
<th>Year</th>
<th>Year</th>
<th>Last year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2008</td>
<td>2009</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td>€</td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td>At home</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abroad</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3  Approximate value of supplies in hand (at home and abroad)

€ ..............................

(................................................................................................... Euro)

4  Name and address of banks (principal/others):

...........................................................................................................
Fill in the following table, extracting data from the Statements of Account and projections:

<table>
<thead>
<tr>
<th>Euro</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td>1. Total Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Total Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Value</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1-2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Liquid Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Short-term Debts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Working Capital</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3-4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Pre-tax Profits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Losses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Turnover</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Access to Credit Facilities</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** The Evaluation Committee reserves the right to verify the information herein contained, in any way, whether directly or indirectly, including but not limited to requesting the bidders to furnish a full set of audited accounts.

Signature: .....................................................

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....................................................

I hereby declare that the information declared in this Financial Statement is true and fair on the basis of the information provided.

Name: ..................................................... *(Independent Certified Auditor)*

Signature: .....................................................

Date: .....................................................
Form 5 - List of Recommended Spare Parts/Special Tools/Consumables/Accessories

As requested in Article 13.9 of Volume 3 - Technical Specifications.

No information of a financial nature is to be submitted with this Form. Such information is to be included in the Financial Offer.

Signature: ........................................................................................................
(the person or persons authorised to sign on behalf of the tenderer)

Date: ........................................................................................................
As requested in Article 13 of Volume 3 - Technical Specifications.

No information of a financial nature is to be submitted with this Form. Such information is to be included in the Financial Offer.

Signature: .................................................................
(the person or persons authorised to sign on behalf of the tenderer)

Date: .................................................................
Form 7 - Training Proposal

As per Article 14 of Volume 3 - Technical Specifications.

No information of a financial nature is to be submitted with this Form. Such information is to be included in the Financial Offer.

Signature: ................................................................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: ................................................................................................................

- 40 -
This contract is concluded between:

Department of Contracts
Notre Dame Ravelin
Floriana FRN 1600
Malta

(hereinafter called “The Central Government Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Central Government Authority is desirous that certain supplies should be supplied, manufactured, delivered, installed, commissioned, maintained, after-sales services and training by the Contractor, viz.:

TENDER FOR THE PROCUREMENT OF HELICOPTER/S FOR BORDER CONTROL

and has accepted a tender by the Contractor for the provision of such supplies and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

2. The place of acceptance of the supplies shall be Air Wing Base, Armed Forces of Malta, the time limits for delivery shall be fifteen (15) months (for each helicopter), and the INCOTERM® 2000 applicable shall be delivery duty paid (DDP).

3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

(a) this contract,
(b) the Special Conditions,
(c) the General Conditions,
(d) the technical specifications and design documentation,
(e) the Contractor’s technical offer (including any clarifications made during adjudication),
(f) the financial offer (after arithmetical corrections)/breakdown,
(g) the tender form,
(h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compliance with the provisions of the contract.

5. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
• Contract price (including VAT/other taxes): €...............................

• Contract price in words:................................................................. Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

6. The Contractor hereby agrees to submit a performance guarantee amounting to €............. equivalent to 10% of the contract value together with the signed contract.

7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: one for the Central Government Authority, one for the Contracting Authority, and one for the Contractor.

Central Government Authority:  
Signed by:  
.........................................................
In the capacity of:  
.........................................................
Being fully authorized by and acting on behalf of  
.........................................................
Date: ....................................................

Contractor:  
Signed by:  
.........................................................
In the capacity of:  
.........................................................
Being fully authorized by and acting on behalf of  
.........................................................
Date: ....................................................

TENDER PREVIEW
The full set of General Conditions for Supply Contracts (Version 1.01 dated 15 March 2010) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

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.
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: Law Applicable

2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be English.

Article 4: Communications

Any communication shall be directed to the Contracting Authority on e-mail address:
tenders.afm@gov.mt

Article 8: Assistance with Local Regulations

Assistance with Local Regulations during the execution will be provided by the Contracting
Authority.

Article 9: The Contractor’s Obligations

9.6 Any communication or publication by the contractor about the works, including at a
conference or seminar, shall indicate that the project has received funding from the European
Union under the European Borders Fund and after acquiring authority from the contracting
authority for such dissemination.

Without prejudice to the above, the contractor shall do whatever necessary to bring the
support and financing given by the European Union to the attention of the general public and
the media and refer to this contribution in its internal and annual reports.

All documents concerning the project shall include a statement indicating that the project is
co-financed by the Fund.

Both inside and outside of the aircraft airframe the EU flag should be displayed, possibly with
the words “co-financed by the EU”. The display material shall be vetted by the Contracting
Authority before being affixed.

9.7 Documentation and Technical Publications to be supplied by the Contractor

i. The Contractor will supply all relevant technical documentation on the acceptance of
the helicopter/s. These must deal with the helicopter/s and all its components
including engines and optional equipment. The Contractor must provide any revision
service to this documentation free of charge during the warranty period and state the
annual cost of such a service outside the warranty period if at a cost. The contractor
must assume responsibility for continued airworthiness support for all requirements in
respect of technical documentation.

ii. All manufacturer mandatory and recommended modifications, service bulletins etc,
applicable to the helicopter must be completed up to the date of acceptance i.e.
completed before delivery and subsequently at the contractors expense during the
warranty period.

iii. The following documentation and technical publications should be delivered by the
Contractor:

- Pilots Operating Manual (10 copies)
- Aircraft Flight Manual (10 copies)
- Pilots Checklist (10 copies)
• Maintenance Manual (10 copies)
• Aircraft Technical Logs: airframe - engines - rotors
• Avionics Pilots Manual (10 copies)
• Maintenance Information Sheets
• Flight Log
• Maintenance Inspection Log
• Sensors and Equipment Technical Manuals (10 copies)
• Sensors and Equipment Operating Manuals (10 copies)

The contractor must also provide the following electronic publications (CD/DVD):

• Component Maintenance Manual
• Wiring Diagram Manual
• Maintenance Manual
• Parts Manual
• Printed Circuit Board Manual

Computer Based Maintenance Programme: The Contractor must provide a computer based system that includes Maintenance Management and Inventory Control. Complete training on the use of the system must be provided by the contractor.

The Contractor must also provide a directory of service centres. Contractor is to provide necessary updates for the technical publications and manuals for a period of three years from the delivery of the aircraft.

iv. All documentation and technical publications must be delivered in English language.

Article 11: Performance Guarantee

11.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Central Government Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.

11.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee.

11.7 10% of the Performance Guarantee will be retained until the five year power by the hour contract is executed.

Article 12: Insurance

12.1 As per General Conditions.

Article 13: Performance Programme (Timetable)

The Contractor should list the key targets with respective dates and deadlines for the execution of the Contract, for possible verification by the Contracting Authority through site visits.

Article 15: Tender Prices

15.1 Tender prices shall be in Euros.

Article 18: Commencement Order

18.1 Commencement Order is the date of last signature of the Contract.

Article 19: Delays in Execution

19.1 The Contract must be executed within fifteen (15) months from date of last signature of the Contract. In the eventuality that the Contract period is not executed within this timeframe the Contracting Authority reserves the right to terminate in whole or in part the contract agreement. No liability will be borne by the Contracting Authority if such a decision is taken.
Alternatively at the Contracting Authority’s discretion it might opt to fine the Contractor up to EUR 10,000 per day up to a maximum of six (6) months.

Article 24: Quality of Supplies

24.2 The preliminary technical acceptance must be in accordance with Volume 3 - Technical Specifications.

Article 25: Inspection and Testing

25.2 Further to the provisions of the General Conditions:

(1) Test Flights

All Test Flights are to be conducted at the cost of the contractor and in the presence of at least two designated representatives of the Armed Forces of Malta (pilot/CEO) and a representative of the contractor. Final acceptance of the product is contingent on the successful completion of all the trials. All test flights, in all requested mission configurations must be recorded on Test Memoranda.

Article 26: Methods of Payment

26.1 Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.

26.3 Payments are to be effected within 60 days, failing which the provisions of the Late Payments Directive will come into effect.

26.5 Pre-financing - 20% of the total Contract value on signing of the Contract upon presentation of a Bank Guarantee of the same amount; 60% of the total contract value - on delivery of Aircraft at AFM Air Wing Base in Malta; 20% - on the issue of the final acceptance certificate.

Article 28: Delayed Payments

28.1 As per General Conditions.

28.2 Once the deadline laid down in Article 28.1 has expired: the Contractor may, within two months of late payment, claim late-payment interest at the rediscount rate applied by the issuing institution of the country of the Contracting Authority on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment 'deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

Article 29: Delivery

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

Article 31: Provisional Acceptance

The aircraft complete with the systems will be accepted by the authorised representative of the Armed Forces of Malta prior to delivery. Furthermore, additional acceptance certificates will be issued for the spares package and training package.

It should be noted that these acceptance certificates do not in any way substitute the Final Acceptance Certificate to be issued by the Contracting Authority on completion of the contract conditions.
**Article 32: Warranty**

32.7 The aircraft, engines, avionics, sensors and equipment, and modifications, purchased under this tender must be covered by a minimum of twenty four (24) months warranty period.

Warranty Engineer: Contractors are to assign a technically-competent/regional warranty engineer as a focal point who will assist the AFM in addressing any warranty issues and ensure that specified periodical maintenance is conducted in a manner that does not void the conditions of the warranty. The warranty engineer is to be assigned from delivery of the aircraft to the end of the warranty period. The warranty engineer, if not situated in Malta should be available to respond and travel to Malta within twenty four (24) hours following the receipt of request.

**Article 33: After-Sales Service**

33.2 i. Further to the General Conditions the Contractor is liable to pay any damages sustained by the Contracting Authority on failure to satisfy the conditions in Article 13 of Volume 3 - Technical Specifications of the tender document.

ii. Damages include, but not exclusive to, any leasing/hiring of aircraft to carry out AFM operational requirements.

iii. Spare Parts must be provided for a minimum of twenty years.

iv. 10% of the Performance Guarantee is assigned to After Sales Service.

**Article 35: Breach of Contract**

35.3 Without prejudice to the Government’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 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

**Article 41: Dispute Settlement by Litigation**

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

Director of Contracts  
Department of Contracts  
Notre Dame Ravelin  
Floriana FRN1600  
Malta  

[Date]  

Dear Sir,  

Our Guarantee Number ................................. for €......................  
Account: [Account Holder’s Name]  

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as “the Contractor” as per the latter’s tender and your acceptance under CT 3026/2012, whereby the contractor undertook the procurement of a helicopter for border control in accordance with Article 11 of the Special Conditions the supplies as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in words and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.  

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.  

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.  

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.  

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.  

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.  

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.  

This guarantee is personal to you, and is not transferable or assignable.  

Yours Faithfully,  

..............................  
[Signatory on behalf of Guarantor]
Dear Sir,

We the undersigned, [name, company name, address], hereby declare that we will guarantee, as principal debtor, to [Central Government Authority’s name and address] on behalf of [Contractor’s name and address], the payment of [indicate the amount], corresponding to the guarantee mentioned in Article 26.5 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [indicate the date of payment of the pre-financing] and shall be valid until the equivalent value of supplies has been certified by the Contracting Authority.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of this date.

Done at ............., /..../..

Name and first name: .................................. On behalf of: ....................

Signature: ..............

[stamp of the body providing the guarantee]
Part 1 - Technical Specifications requested by the Contracting Authority

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.

External Borders Fund
2007 - 2013

Enhancing the border control capabilities of the Armed Forces of Malta (AFM)
Procurement of Helicopter/s for Border Control.

Tender Specifications
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<th>Description</th>
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<td>ADF</td>
<td>Automatic Direction Finder</td>
</tr>
<tr>
<td>AFM</td>
<td>Armed Forces of Malta</td>
</tr>
<tr>
<td>AGL</td>
<td>Above Ground Level</td>
</tr>
<tr>
<td>AIS</td>
<td>Automated Identification System</td>
</tr>
<tr>
<td>CFII</td>
<td>Certified Flight Instructor Instrument</td>
</tr>
<tr>
<td>DME</td>
<td>Distance Measuring Equipment</td>
</tr>
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<td>EASA</td>
<td>European Aviation Safety Agency</td>
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<td>EBF</td>
<td>European Border Fund</td>
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<td>EO/IR</td>
<td>Electro-Optic/Infrared Sensor</td>
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<td>EUMS</td>
<td>European Union Member State</td>
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<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
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<tr>
<td>FMS</td>
<td>Flight Management System</td>
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<td>GPS</td>
<td>Global Positioning System</td>
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<tr>
<td>GS</td>
<td>Glide Slope</td>
</tr>
<tr>
<td>IFR</td>
<td>Instrument Flight Rules</td>
</tr>
<tr>
<td>ILS</td>
<td>Instrument Landing System</td>
</tr>
<tr>
<td>ISA</td>
<td>International Standard Atmosphere</td>
</tr>
<tr>
<td>LOC</td>
<td>Localiser</td>
</tr>
<tr>
<td>MB</td>
<td>Marker Beacon</td>
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<td>MFD</td>
<td>Multi Functional Display</td>
</tr>
<tr>
<td>NVE</td>
<td>Night Vision Equipment</td>
</tr>
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<td>PBH</td>
<td>Power by the Hour</td>
</tr>
<tr>
<td>PFD</td>
<td>Primary Flight Display</td>
</tr>
<tr>
<td>RCU</td>
<td>Radio Communication Equipment</td>
</tr>
<tr>
<td>RWA</td>
<td>Rotary Wing Aircraft (Utility)</td>
</tr>
<tr>
<td>SAR</td>
<td>Search and Rescue</td>
</tr>
<tr>
<td>SATCOM</td>
<td>Satellite Communication</td>
</tr>
<tr>
<td>SLR</td>
<td>Single Lens Reflex</td>
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<tr>
<td>TACAN</td>
<td>Tactical Air Navigation</td>
</tr>
<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
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<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>VOR</td>
<td>VHF Omni Directional Beacon</td>
</tr>
<tr>
<td>WX</td>
<td>Weather</td>
</tr>
</tbody>
</table>
1. General

1.1 The objective of this tender is to enhance the border control capabilities of the Armed Forces of Malta (AFM) through the procurement of a rotary wing utility maritime border control aircraft. The project will be characterized by the following capabilities:

i. Procurement of a Helicopter for Border Control, equipped with:
   - Electronic equipment for the surveillance of the maritime borders
   - Exchange of real time information
   - Transportation of a minimum of 9 persons, in addition to the two cockpit crew.
   - Fast roping and hoisting capability.

ii. Training of selected personnel in operation and maintenance of the rotary wing aircraft.

iii. Contracting of a service and support package for the aircraft and equipment.

2. Scope

2.1 The scope of this tender covers actions to be performed by an eventual contractor, namely:

- The provision, system engineering and system architecture development, installation and commissioning of the equipment required to provide the specified capabilities.
- Monitor and oversee the various phases of the project and verify the following activities:
  - Production and acceptance of the aircraft
  - Installation and testing of the specialised equipment
  - Testing and acceptance of the complete system
  - System training
  - System implementation
- The training of AFM personnel.
- The service and support package of the system for a five (5) year period, in addition to the warranty period offered.

3. General Requirements

3.1 The proposals must satisfy all requirements as defined in this technical specification document in order to be considered technically compliant. In addition tenderers must provide all technical documentation to verify compliance (Literature). All requirements must be satisfied by any proposal.

3.2 Where indicated, the document may specify an Objective Requirement. Objective Requirements are the desirable target requirements for a given parameter. Proposals should attempt to fulfill Objective Requirements.

3.3 This tender is providing for the procurement of one (1) helicopter for maritime border control purposes (subject to EBF Funds availability) and with the option\(^1\) of procuring another identical rotary wing utility aircraft for maritime border control purposes from the EBF project 2013 with the same technical specifications, conditions and at the same quoted price in this tender for items 1.1 and 1.2 of Volume 4 Financial Bid. The bid of the second option must be valid for 18 months from the closing date for the submission of this tender which would include also the service support package.

\(^1\) An option for a Helicopter with the same specifications as the first procured aircraft. The option will be procured subject to the availability of funds from the EBF project for year 2013.
Bidders must also guarantee the option to procure a third helicopter by the year 2015, subject to availability of funds. Any increase in the price of the helicopter and not exceeding 5% must be justifiable.

3.4 The aircraft must be newly built and furnished from a current line of production and be able to support the aircraft with spare parts for a minimum of twenty years.

3.5 The aircraft must be certified under EASA CS 29 or equivalent (Literature to be provided).

3.6 The crew complement for the Rotary Wing Aircraft (RWA) is defined by the AFM as being composed of the following:

i. Border Patrol Operation
   - Pilot
   - Co-pilot
   - Tactical System Operator
   - 2 x Observers/Border Control Officers

Standard Border Patrol crew weight should be calculated at 85kgs each

ii. Border Enforcement Officers
   - Pilot
   - Co-Pilot
   - Tactical System Operator
   - 8 Equipped Border Control Officers

Equipped Border Control Officers should be calculated with a weight of 105kgs, the rest (3 persons) at the Standard Border Patrol crew weight of 85kgs.

3.7(i) Aircraft in Border Patrol role complete with standard Border Patrol crew complement as per paragraph 3.6(i), must meet the following flight profile capabilities:

<table>
<thead>
<tr>
<th>Distance</th>
<th>Capable of conducting a 30 min on task time including 10 mins hovering with a 30 min VFR reserve at a minimum operational radius of 120NM from base at sea level at ISA +20°C at maximum gross weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time</td>
<td>Capable of transiting to 120NM in order to conduct the abovementioned mission profile ≤ 1.25 hrs (1hr15mins) i.e. 30mins on-task time for incidents at 120NM including 10mins hovering when deploying within the transit time specified above including VFR reserve (30Mins)</td>
</tr>
<tr>
<td>Crew</td>
<td>Border Patrol Crew</td>
</tr>
<tr>
<td>Deployment</td>
<td>Ability to self-deploy to a minimum range of 300NM with the aircraft at Maximum Gross Weight and also including VFR reserve (30 min) with Standard Crew</td>
</tr>
</tbody>
</table>

Table 1 - Flight Profile Table(1)
3.7(ii) Aircraft in Border Enforcement Role complete with Enforcement Crew compliment as per para.3.6(ii) must meet the following flight profile capabilities.

<table>
<thead>
<tr>
<th>Distance</th>
<th>Capable of conducting 10 minutes hovering with a 30 minute VFR reserve at a minimum operational radius of 50 nautical miles from base at sea level ISA +20°C at maximum gross weight.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crew</td>
<td>Border Enforcement Crew to be able to deploy by fast roping.</td>
</tr>
</tbody>
</table>

Table 2 - Flight Profile Table(2)

3.8 Aircraft must be fitted for dual pilot operations. The aircraft must be certified for VFR/IFR (Literature to be provided).

3.9 A static and flight demonstration of the offered equipment must be available for the Evaluation Committee in the time period specified in the instruction to tenders.

The demonstration flights must consist of a minimum of four (4) flights of not less than one (1) hour each in demonstration mode with no less than thirty (30) minutes over the maritime environment during each flight. These Demo flights must include at least one winch operation and a patrol/search task (eg. Parallel search etc). Ideally the demo flights will be carried out in Malta at two weeks notice. Any costs related to these demonstration flights are to be borne by the bidders.

These demo flights will be witnessed by four representatives from the Contracting Authority at least two of whom must be embarked on the aircraft during the flight. Contractors’ will be requested to provide the relevant personal insurance policies for these personnel and to cover all travel, per diems, accommodation and transportation costs.

3.10 Timeline. Given that this project will be procured using financial resources from the European External Borders Fund (EBF) 2012 allocation, all deliverables must be in place, all long-term services contracted and all payments disbursed by no later than fifteen (15) months from date of last signature of the contract.

3.11 Language. All placards, markings and signs (exterior and interior) are to be provided in English. The entire operating environment must be provided in English.

4. Airframe Requirements (literature to be provided for all sub paras)

4.1 Weight: The AFM requires a maritime border control helicopter that does not exceed 10,000kgs in Maximum Take Off Weight (MTOW)

4.2 Undercarriage. Aircraft undercarriage must meet the following criteria:

- Undercarriage must be of the tricycle wheeled, fixed or retract type and sufficiently robust to land on Maritime platforms.
- Differential braking on main gear and nose wheel castor lock.

4.3 Main Rotor: Must be of the folding type and can be folded within a maximum of one hour and unfolded for deployment within the same time.

4.4 Aircraft must have two major compartments; cockpit compartment and cabin compartment.
The cabin compartment must be fitted with port and starboard sliding doors capable of being locked in the open position in flight.

Access to cabin compartment must be free for entry and exit of personnel without hindrance during operations.

4.5 Towing. For ground handling without engine power, it must be possible to tow and push the RWA using a towbar attached to the nose landing gear.

4.6 Protection. The RWA structure must have suitable protection against corrosion for use in the maritime environment. Special consideration must be given to critical areas were it is considered that corrosion is susceptible.

4.7 Exterior Finish. The RWA must be painted in the following colour scheme:

- Fuselage - Low Infrared two tone Grey (RAL 7004/RAL 7407)
- Black were applicable (RAL 9005)

The general paint scheme for external metal surfaces must be:

- Epoxy primer
- Flexible polyurethane top coat

Parts fabricated from fibre-reinforced composite materials must be painted with antistatic primer paint and a flexible top coat.

Contractor must furnish colour designs with the tender application based on the current pattern in service by the AFM.

4.8 Interior Finish. The aircraft must be furnished with a high durability interior finish that allows for the use of the aircraft as a maritime border control aircraft.

Contractor must furnish initial interior finish designs with the tender application.

5. Engines/Fuel System Requirements (literature to be provided for all sub paras)

5.1 Aircraft must have two (2) turbine type engines of modular design and must have full authority digital control (FADEC) with training modes.

5.2 Effective fire detection and extinguishing systems must be provided for each engine.

5.3 The engines must have wash rings installed with the compressors for their rinse (without cowlings removal)


5.5 Fuel System:

The helicopter’s fuel system must have:

- Pressure and Gravity re-fuelling capability.
ii. Fuel tanks with crashworthy properties. Tenderers must state the crash worthiness standard.

iii. Fuel flow meter or equivalent provisions.


v. In flight inter tank fuel transfer.

vi. Independent low-level warning for each fuel tank.

Units throughout the fuel system must be consistent i.e. Quantity fuel flow, etc. must all be in the same units.

5.6 Auxiliary Fuel Tanks: If RWA type has the option to install auxiliary fuel tanks, these must be provided.

6. Aircraft Noise

6.1 The aircraft must be designed to comply with the applicable noise requirements as defined by Commission Regulation 1702/2003 but not exclusive to any other applicable EU Regulations for the type and class of aircraft offered (literature to be provided)

7. Cockpit Compartment (literature to be provided for all sub paras)

7.1 The cockpit compartment will include the flight deck crew (pilot and co-pilot).

7.2 Pilots/Co-pilots seats. Cockpit seats at the cockpit compartment side must be certified crashworthy. The pilot/co-pilot seats must be adjustable for forward/aft and up/down movement. Full details of the specification to which these seats are built must be provided.

7.3 Documents Storage: The Cockpit should have adequate secure storage and to display flight documents and charts, including an illuminated, NVE compatible, IFR approach chart holder.

7.4 The avionics must consist of the following minimum equipment:

- NAV/COM. Dual NAV/COM for Pilot and Co-Pilot. The equipment must meet the following requirements:

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADF</td>
<td>190.0 kHz - 1799.5 kHz</td>
<td>500 Hz channel spacing</td>
</tr>
<tr>
<td>VOR/LOC</td>
<td>108.00 MHz - 117.95 MHz</td>
<td>50 kHz channel spacing 200 channels receiver</td>
</tr>
<tr>
<td>ILS Localiser</td>
<td>108.00 MHz - 112.00 MHz</td>
<td></td>
</tr>
<tr>
<td>GS</td>
<td>329.15 MHz - 335.00 MHz</td>
<td>150 kHz channel spacing automatically paired to ILS localizer frequencies. 40 channels receiver</td>
</tr>
<tr>
<td>MB</td>
<td>75 MHz</td>
<td></td>
</tr>
<tr>
<td>DME</td>
<td>TX: 1025 MHz - 1150 MHz RX: 962 MHz - 1213 MHz</td>
<td></td>
</tr>
<tr>
<td>VHF-AM</td>
<td>118.000 MHz - 136.992 MHz</td>
<td>8.33 kHz channel spacing</td>
</tr>
</tbody>
</table>

Table 3 - Nav/Com Table

The VOR/LOC, GS and MB must be fully integrated within the NAV receiver. GS frequency and LOC frequency must be coupled for a standard ILS facility.

The VOR/LOC, GS, MB and ADF receiver must be combined into one unit.

- The cockpit must be a ‘glass cockpit’. The cockpit must consist of at least three (3) digital displays, PFD for the pilot, PFD for the co-pilot and centre MFD. The displays must be of LCD type - Flat panel type screens, sunlight readability, high resolution and NVG compatible.

- FMS. The aircraft must include two (2) FMSs. Both FMSs must be enhanced for the Maritime Surveillance role.

The FMS must be capable to fly the aircraft through the following mission search patterns:
- Parallel Pattern

![Parallel Search Sample](image)

Figure 2 - Parallel Search Sample

- Creeping Line Pattern

![Creeping Line Search Sample](image)

Figure 3 - Creeping Line Search Sample
- Sector Pattern

Figure 4 - Sector Search Sample

Figure 5 - Expanding Square Pattern

- TCAS. The TCAS system must be a TCAS II, second (2nd) generation type system. The equipment is to be fully compliant with the provisions of the latest requirements of the ICAO SARPS (Standards and Recommended Practices) and associated ACAS II mandate.

- Transponder: Aircraft must be provided complete with a Mode/S transponder with an objective option for a military IFF transponder.

- AUTOPILOT. The aircraft must be equipped with an integrated four axis autopilot system. The system must be capable of performing transitions to and from the hover.

- WX RADAR. The RWA must be equipped with weather radar that provides a weather map that shows atmospheric returns in the aircraft forward sector.

The radar should display weather information such as rain clouds formation and thunderstorms activity, using different colours to represent the varying intensity of the clouds. The radar should also include a secondary search mode and capable to acquire SAR Transponder signals.
RCU. The radio communication unit must be capable of separating communication between the cockpit and the cabin and also between the pilot and co-pilot, having separate communication activities running at the same time.

GPS. The aircraft must include two (2) independent GPSs that must be integrated to the FMS.

Radar Altimeter. The aircraft must be equipped with a radar altimeter for low flying operations. The terminal should be capable of registering a minimum range of altitude from 0 to 2500 feet AGL.

HF. The cockpit must include a HF terminal with automatic link establishment (compliant with MIL-STD 188-141B).

Electronic Flight Bag

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8. **Cabin Compartment** *(literature to be provided for all sub paras)*

8.1 The cabin compartment will include the tactical crew/operators/operational personnel.

8.2 **Internal Tactical Setup.** There will be one system operator console in the aircraft. The console must give the operator integrated command, control and display for all sensors. The sensors/equipment must be integrated using ARINC, Ethernet busses and serial links. Through a system machine interface and Graphic User Interface (GUI) the tactical operator must be able to manage the different communication and sensors in order to display different data, graphical inlays and layers (ex AILS, charts, email, etc).

8.3 All stations must have available sockets to accept single pin type, NATO standard aviation helicopter headsets/helmets

8.4 **Cabin Power Outlets:** The cabin must have 12V DC and 28V DC sockets.

8.5 **Seats.** Seats at the cabin compartment side must be certified crashworthy.
The seat at the system operator console should be able to adjust for forward/aft and up/down movement.

Seating must be of the modular type. The contractor must provide a set of seats for Border Patrol Operations and an additional set adequate to carry enforcement officers with personal kit, with a total weight of approximately 230 lbs (105 Kgs) per person for Border Enforcement Operations.

8.6 Internal Roof Hooks: The cabin compartment must include attachment points for cabin crew safety harnesses for the safety of personnel while performing abselling/fast roping missions.

8.7 The cabin equipment must be modular for easy removal and re-configuration within one hour.

8.8 The cabin compartment must include a drip protection system to protect from liquid leakage and penetration in the airframe during operations.

9. Mission/Surveillance Sensors (literature to be provided for all sub paras)

9.1 The aircraft must be equipped with the specified mission/surveillance sensors.

9.2 The aircraft must be equipped with a range of different sensors that are used for surveillance, identification and documentation. The integrated mission system must provide the crew with a detailed surface picture of the area of interest, by day and night, in high sea states and in adverse weather conditions. The different sensors together with the cockpit must form part of a mission management system, which is the interface between the technical equipment, system operators and the pilots.

![Mission System Architecture](image)

The different sensors must be connected through a sensor bus. The sensor bus should support the data exchanges between the sensors, and the equipment installed on the aircraft via ARINC, Ethernet busses and serial links. The system must be designed to correlate the data generated by the system operator and by the sensors.

The complete mission system design must be based on hardware, software architecture and open bus structures allowing growth potential and scalability potential for future improvement of the mission system.

9.3 System Operator Console. The console must be ergonomically designed to fit the RWA cabin to allow the operator to effectively operate all sensors and their operational functions. The system operator console must be characterized with the following items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Console</td>
<td>One (1) LCD type high resolution screen as a main display unit. Size ≥ 15” screen</td>
</tr>
<tr>
<td></td>
<td>Touch screen functionality</td>
</tr>
<tr>
<td></td>
<td>One (1) keyboard</td>
</tr>
</tbody>
</table>
One (1) Trackball, complete with three (3) buttons

Processor

The following sensors should be integrated into the console:

- EO/IR
- AIS
- DF
- COMMS
- SATCOMS
- WX Radar

The console should have redundant features. If the keyboard or the trackball fails, the operator should be able to control the system from the touch-screen display.

Table 4 - System Operator Console Requirements Table

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>EO/IR system</td>
<td>Mounting Type: Externally-mounted turret under the aircraft and must have a non-obstructive view of 360°. Lateral mounting on fuselage is not an option.</td>
</tr>
<tr>
<td></td>
<td>Sensors: The turret must be equipped with an electro-optic and infrared sensors allowing for day and night imagery that will allow the positive identity of targets.</td>
</tr>
<tr>
<td></td>
<td>The EO/IR must also include a Night Spotter Camera (Monochrome type) to be able to read ships names at long ranges under very low light conditions.</td>
</tr>
<tr>
<td></td>
<td>Minimum Ground Clearance: The turret must have enough clearance from the ground for preventing damage with flat tires and undercarriage oleos fully compressed and for landing on unprepared surfaces (fields). Adequate clearance must also be given for towing purposes.</td>
</tr>
<tr>
<td></td>
<td>EO/IR Turret:</td>
</tr>
<tr>
<td></td>
<td>Gyro-stabilisation: 4 axis (pitch/yaw/azimuth/elevation)</td>
</tr>
<tr>
<td></td>
<td>Slew rate: &gt;30° per second in both azimuth and elevation</td>
</tr>
<tr>
<td></td>
<td>Azimuth range: Unrestricted 360°</td>
</tr>
<tr>
<td></td>
<td>Elevation Range: between +30° to -90°</td>
</tr>
<tr>
<td></td>
<td>Objective requirement: between +30° to -120°</td>
</tr>
<tr>
<td></td>
<td>Jitter: Less than 10 μrad</td>
</tr>
<tr>
<td></td>
<td>Video Format: PAL and HD</td>
</tr>
<tr>
<td></td>
<td>IR Imager:</td>
</tr>
<tr>
<td></td>
<td>Spectral Range Focal Plane Array: 3-5μm</td>
</tr>
<tr>
<td></td>
<td>Zoom: &gt; 4x electronic zoom with digital interpolation</td>
</tr>
<tr>
<td></td>
<td>FOV:</td>
</tr>
<tr>
<td></td>
<td>Wide &gt; 15° (H) x &gt; 15° (V)</td>
</tr>
<tr>
<td></td>
<td>Narrow &gt;0.5° (H) x &gt; 0.5° (V)</td>
</tr>
<tr>
<td></td>
<td>Objective Requirement FOV:</td>
</tr>
<tr>
<td></td>
<td>Wide &gt; 15° (H) x &gt; 15° (V)</td>
</tr>
<tr>
<td></td>
<td>Medium &gt; 2°(H) x &gt; 2°(V)</td>
</tr>
<tr>
<td></td>
<td>Narrow &gt; 0.5° (H) x &gt; 0.5° (V)</td>
</tr>
<tr>
<td></td>
<td>Resolution: 640 x 480</td>
</tr>
<tr>
<td></td>
<td>Objective requirement Resolution: ≥1024 x 768</td>
</tr>
<tr>
<td></td>
<td>CCD Camera:</td>
</tr>
</tbody>
</table>
Colour Daylight CCD Camera
Type: 3 CCD Colour
Resolution: 800 TV lines (PAL)
Zoom: > 15x Optical zoom plus > 2x Electronic zoom
FOV:
Wide > 15° (H) x > 15° (V)
Narrow >0.5° (H) x > 0.5° (V)
Objective Requirement FOV:
Wide > 15° (H) x > 15° (V)
Medium > 2°(H) x > 2°(V)
Narrow > 0.5° (H) x > 0.5° (V)
Sensitivity: 0.1 lux

Ancillary Requirements:
EO/IR controller must be ergonomically integrated in the system’s operator console.
The EO/IR system must incorporate slew functionality.
The EO/IR system must be capable of manually controlled by the system’s operator.
The EO/IR system must have an auto-tracking system.
Image from the EO/IR system must be annotated with position (Lat/Long - WGS 84), date and time and other data that are relevant to further analysis.

Standards:
Complete installation to meet MIL-STD-461C (electronic emissions) and MIL-STD-801D (environmental influences) requirements

Table 5 - EO/IR Requirements Table

9.5 Internal Voice Communication. The internal voice communication system must allow for the cabin crew to work independently from the cockpit crew.

9.6 Handheld Camera. To complement the sensor equipment, the aircraft must be equipped with a handheld still digital SLR camera. The camera must be a full frame camera to include F.2.8 lenses: 70 - 200mm and 24- 70mm. The aircraft must be equipped with a data acquisition module that is attached to the handheld camera that should provide data regarding the position of the aircraft as well as date and time. The digital camera must have the functionality to connect to the management system so that pictures could be sent to the command centre or used for the flight reports.

9.7 Recording System. The aircraft must be equipped with an in-flight recording system that is connected to the mission management system. The purpose for the recording system is to be used for analysis, debriefing and in-flight replay. The recording system must be able in recording the following minimum requirements:

- Target Data (AIS)
- Contacts Data (AIS)
- Radio Voice Communication
- Video Data (EO/IR)
- Reports Data
- Aircraft History (track)
- Operation Data (flight plan)
- WX Radar targets

All data should be recorded on a standard media format for easy access and playback. The recording should allow playback on the system and play back on the ground (eg. PC).

9.8 Cartography. The system must include a digital map/moving map incorporated in the system operator console processor. As a minimum requirement the digital map software must have the function of displaying the following data:

- Coast Lines
- Border Lines (FIR’s)
- Airfields
- Airways
• Cartography tools to input and display user defined areas such as territorial seas, areas of interest, etc.

The system should include digital maps of the Mediterranean area and surrounding states plus all EU Member States. Maritime charts should be S57 compliant. The system should be capable of being uploaded with additional charts.

9.9 Direction Finder. The aircraft must be equipped with a direction finder (DF), capable of homing on all standard emergency frequencies, i.e. 121.5/243/406Mhz (COSPAS-SARSAT tracking and message decoding) and Ch16 VHF Marine. In addition, the system must allow the operator to select multiple frequencies for special operations. Display for the direction finder should also be available in the cockpit and must have the functional capability of displaying the line of bearings from the DF on the operator’s console.

9.10 AIS. The aircraft must be equipped with an Automatic Identification System (AIS) that collects and displays identification data sent by merchant vessels that are equipped with AIS transponder. The AIS correlated through the mission management system must be characterised with the following functions:

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIS system</td>
<td>Position (lat/long - WGS84 format)</td>
</tr>
<tr>
<td></td>
<td>Course and speed over ground</td>
</tr>
<tr>
<td></td>
<td>Heading</td>
</tr>
<tr>
<td></td>
<td>Vessel type</td>
</tr>
<tr>
<td></td>
<td>Current name of vessel, Maritime Mobile Service Identity (MMSI) number, IMO number</td>
</tr>
<tr>
<td></td>
<td>International Callsign</td>
</tr>
<tr>
<td></td>
<td>Next Port of Call</td>
</tr>
<tr>
<td></td>
<td>Estimate time of arrival (ETA)</td>
</tr>
<tr>
<td></td>
<td>The AIS should have selectable transmit and receive modes.</td>
</tr>
</tbody>
</table>

Table 6 - AIS System Requirements Table

9.11 Cockpit Display. The system must have cockpit display interface in order for pilots to have a better insight into the situation and can view images such as the EO/IR and tactical picture.

10. Mission Management System (literature to be provided for all sub paras)

10.1 The mission management system must have the capabilities of displaying the situation by combining all the different layers, tactical layer, user layer and digital map layer into one superimposed picture.

10.2 Aircraft data presentation. The display console through the mission management system must provide the capability of displaying aircraft data information. Data should include:

- Aircraft symbol
- Aircraft heading (vector and speed indication)
- Aircraft history (track history)
- Aircraft position (Lat/Long - WGS84 Format)

10.3 Mission Planning/Execution. Prior to any operational flight the mission system operator must have the capability of using the system operator console in order to develop the flight mission by planning the transit routes, operation area and target of interest. The operator must have the capability of previewing the planned flight mission and the capability to update or modify the plan.

The system must have a PC based system that allows the operator to plan the flight mission on the ground and then uploads the flight mission data through a USB port on the system operator console.

As a requirement the system must provide the possibility of uploading the flight plan to the flight management system.
10.4 Flight/Mission Reporting. The system should have the functionality to download flight and mission data in order to compile post flight reports. Flight/mission reports should be pre-formatted and similar to the current flight/mission reports standards currently being used by the AFM. This function should include the possibility of attaching aircraft flight plan, track history and images to the report.

10.5 In addition the scope of delivery should include the following:

- 1 x Laptop Computer c/w Operating System and office package compatible with Windows XP® SP2 and Office 2003.
- 1 x Combined coloured printer/scanner/photocopier

11. Communications (literature to be provided for all sub paras)

11.1 In addition to the standard communication system for the cockpit compartment, the aircraft should be equipped with the following additional communication capabilities:

- VHF Marine
- VHF FM/AM/UHF Voice
- HF Voice
- SATCOM Voice
- SATCOM Data/Email

11.2 VHF Marine. A VHF Marine terminal must be installed onboard the aircraft. The terminal should at a minimum be capable of operating between 155MHz to 163MHz in Simplex and Semi-Duplex Mode. The terminal should have a Digital Selective Calling - Controller and operates with a MMSI-Code. The terminal should be capable of inputting and displaying data, such as Channel, received messages, MSSI number, etc. The terminal should be capable of displaying incoming distress alerts visually and audibly. The operator should be capable to switch off such reports after confirmation.

11.3 VHF FM/AM/UHF (Multiband Terminal). The Multiband terminal should be capable of operating in the entire VHF and UHF bands i.e. 30 to 450MHz frequency range and including 121.5 and 243.0 MHz GUARD channels. Channel Spacing for VHF-AM aviation frequency should be of 8.33 kHz (118 - 137 MHz). The equipment is to be compliant with the provisions of STANAG 4204 (Technical Standards for Single Channel VHF Radio Equipment) and STANAG 4205 (Technical Standards for Single Channel UHF Radio Equipment).

The Multiband terminal should be capable of operating in AM and FM modes across the frequency range to allow interoperability with land, air and maritime radios of various types. The terminal should be capable of storing at least 10 pre-defined channels in the memory. The system must have the capabilities of operating in both clear and encrypted modes. The encryption algorithm to be implemented should be the Advanced Encryption System (AES) with a 256-bit key and must be compatible with the current AFM communications infrastructure. (Information on the AFM communications infrastructure can be given through a written request)

11.4 HF. The HF terminal is to be capable of operating in the 1.6 to 30MHz frequency range. The equipment is to be compliant with the provisions of STANAG 4203 (Technical Standards for Single Channel HF Radio Equipment). Furthermore, the HF terminal should provide for Synchronous Automatic Link Establishment (ALE) Protocols as per Mil-Std 188-141B (Interoperability and Performance Standards for Medium and High Frequency Radio Systems) as well as support emailing facilities using the STANAG 5066 (Profile for High Frequency Radio Data Communications) and STANAG 4538 (Technical Standards for an Automatic Radio Control System for HF Communication Links) protocols. Modulations supported should include, as a minimum, J3E, H3E, A1A, J2A, F3E and A3E. The HF terminal should be capable of storing at least 10 pre-defined channels in the memory. The system must have the capabilities of operating in clear or encrypted modes. The encryption algorithm to be implemented should be the Advanced Encryption System (AES) with a 256-bit key and must be compatible with the current AFM communications infrastructure.

11.5 SATCOM. Satellite communications terminal supplied under this tender should provide the cockpit/cabin with one (1) satellite communication system for simultaneous voice and high-speed data transfer.
Voice. The configuration must allow voice communication for the flight crew and cabin crew. Access to the telephony system should be through the aircraft’s RCU system with the provision of maintaining full headset operation.

Broadband Data. The configuration should allow broadband data to be passed over the terminal installed at the tactical operator’s console. Transmission will be, but not limited to:

- Transmission of pre-formatted messages through an email type transmission such as mission reports that includes take-off, on task, off task, tracks coordinates and aircraft position. This system should have the capability of the user defining the message formats.
- Transmission of images collected from the EO/IR sensor and hand held camera.

These messages should be able to be passed in a timely manner and not interfere with any transmission protocol. Minimum data streaming should be at 32kbps.

The SATCOM terminal must provide an interface to a PC based computer (i.e. system’s processor) for satellite communications. The system should run the necessary applications within a Windows XP® SP2 environment. The system should be operated from the operator’s console.

The SATCOM system must provide the following features:

- Large file transfer (graphics and video)
- Data streaming not less than 128kbps

12. Additional Equipment (literature to be provided for all sub paras)

12.1 Air-conditioning System. The aircraft must be provided with an air-conditioning system that maintains a temperature controlled environment of cold and warm air to both the cockpit and cabin compartment. The system should at least allow for regulated temperature of between +18°C and +28°C in conditions of outside air temperatures at sea level between 0°C and +40°C.

12.2 Hoist: The aircraft must be delivered with a hoist system complete with hoist with the following minimum specifications:

1. Usable length ≥ 200 ft
2. can safely raise/lower weights of ≥ 250kgs
3. The hoist can be operated by a winch operator from the cabin.
4. Complete with cable cutting system to be operated by either pilot and possibly the winchman.
5. A handle installed in the cabin compartment to facilitate easy entry into the aircraft during hoisting operations should be installed.
6. The aircraft must be equipped with a belly mounted light to facilitate hoisting operations during the night.
7. A reactive overload clutch to prevent cable breaking in case of shock loads.
8. With a hoist rate greater or equal to 250ft/min and variable hoist speed.
9. Objectively the hoist should be of the dual type.

12.3 Abseiling/Fast Roping Systems: the helicopter must be fitted with an abseiling and fast roping system. The system must be capable of deploying simultaneously a minimum of two troops (one from each side), objectively four troops (two from each side). System must allow the sliding doors to be opened and closed when required and not impose any restrictions on the performance envelope of the aircraft when system not in use.

12.4 Nose wheel Locking Device: A pilot operated device which locks the nose wheel in the fore and aft position.

12.5 Search Light: The aircraft must be equipped with a search light with the following specifications:

1. 360° Azimuth elevation +10 degrees to - 90 degrees movement
2. Capable of illuminating clearly a target at 200 ft aircraft altitude and 500 m horizontal distance.
3. The search light should be NVG compatible.
4. Capable to be slaved with the EO/IR

12.6 Smoke/Flare Dispenser. As an objective the aircraft should be equipped with a dedicated hatch in the cabin floor for deploying manually smoke and illumination flares. The aircraft should come equipped with a set of smoke and flares and must incorporate adequate storage space.

12.7 Emergency Position Indicating Radio Beacon (EPIRB): The aircraft must be equipped with an EPIRB for operation over maritime environment. The EPIRB must be a Category I 406/121.5 MHZ. Activation must be either automatically on a crash or crew activated by a remote switch. The aircraft must be installed with an underwater acoustic beacon in case of crash in water and/or an automatic deployable emergency locator transmitter.

12.8 The aircraft must come equipped with two (2) liferafts.

- 1 x Liferaft - Crew (11 Pax - including survival kit)
- 1 x Liferaft - Air Droppable (8 Pax - Soft case shell)

As an objective requirement the contractor should supply an extra air droppable liferaft to be stored at the technical depot.

12.9 Wire Strike Protection. The helicopter should be equipped with a wire strike protection system.

12.10 Machine Gun Mounting: The tenderer should provide a mounting for a General Purpose Machine Gun of 7.62mm calibre on both sides of the fuselage. The mounting should be a removable part and should be complete with an empty case collection system for safety of personnel. Restrictions imposed on the operation of the sliding doors when the weapon is mounted and deployed, should be stated. Information on current weapons in use in this regard can be provided on request in writing by the bidding contractor.

12.11 Emergency equipment. The aircraft must be delivered with the necessary onboard emergency equipment:

- Fire extinguishers in cockpit and cabin compartments
- Flash Lights
- Emergency Axe
- First Aid Kits
- Manual Hoist Cable Cutter

12.12 Emergency Lighting: Objectively the helicopter should be equipped with cabin emergency lighting.

12.13 Aircraft Additional Equipment. The aircraft must be provided with all the necessary equipment. The equipment should contain the following plus any other equipment deemed necessary for the aircraft:

- Towbar
- Slings capable of carrying weight in accordance with Para 12.16
- Wind Lock Assembly
- Pitot Tube covers
- Applicable special tools: tenderer must provide all relevant special tools required for airframe, engine and any other equipment supplied with the helicopter. A list of what the tenderer is providing must be included in the submission.
- 2 x tool boxes (Base Maintenance)

12.14 Fire Protection. The aircraft must be provided with a fire detection and fire warning system and a fire extinguishing system installed for each engine. The warning system should be installed in the cockpit should be both audible and visual. The system should also consist of a test circuit and fire handles, clearly illuminated that should be installed in the cockpit.

12.15 All internal and external lighting should be NVG compatible.

12.16 Cargo hook: The aircraft must be equipped with an external cargo hook cable of carrying loads of not less than 1500 kgs (3300 lbs).

12.17 External Loud Speakers: The aircraft should be provided with detachable loud speaker with the ability to convey verbal instructions from an altitude of up to 500ft. and variable tone siren.
12.18 Emergency Floats Provision: The aircraft must be provided with an emergency floatation system that will inflate in an emergency landing to keep the aircraft afloat. The system should include an automatic device that activates the system when aircraft comes to contact with water with a manual activation option for either pilot.

12.19 Hovering Inflight Refuelling (HIFR): The aircraft must be equipped to permit the conduct of hovering inflight refuelling from surface vessels.

12.20 Deck Mooring provisions: The aircraft must have mooring provisions to allow securing on board vessels.

12.21 Hoisting and Jacking fittings: The aircraft must include fittings for hoisting and jacking to facilitate its maintenance.

12.22 Pilot and Co-Pilot Wind Shield wipers

12.23 Access to transmission deck: The aircraft must have built in foot provisions for easy access to the transmission deck for pre and post flight inspections

12.24 Cockpit/Cabin Steps: The aircraft must have steps to facilitate entry and exit from both the cockpit and cabin compartment.

13. Service and Support Package (proposal to be provided)

13.1 Introduction: The AFM is requesting the proposal for a five year PBH (Power by the Hour) service contract covering both airframe and engines, in addition to the requested warranty period as per para 16. In addition to the parts, the offer must include the cost of labour for maintenance and repairs required for the first three years after the delivery date of the first aircraft. It is expected that for these three years any works are carried out by the suppliers. Any related costs for labour should be borne by the supplier.

The Contracting Authority reserves the right to opt out from the signing of the PBH agreement prior to the delivery of the aircraft even though this will be part of Volume 4 - Financial Bid. The total cost of the five year PBG agreement must not exceed 40% of the cost of the Helicopter as quoted in Item 1.1 of Volume 4 - Financial Bid.

13.2 Tenderer must submit a proposal for a five year Power by the Hour (PBH) service or equivalent using “Nose to Tail” as a template. Typically, against the contracted hourly price, the supplier would provide all components required for scheduled and unscheduled maintenance, and would establish a modest consignment stock of key spares (designated by the supplier, on the basis of experience) at Air Wing Armed Forces of Malta. The ownership of these spares will remain with the supplier until used. A threshold of €250 can be taken below which PBH will not apply. The AFM will procure its own stock of low value components and consumables. Tenderers should also recommend a costed spares holding list for this purpose. PBH parts when required should be delivered at the supplier’s expense.

13.3 Tenderer must provide with his offer, a copy of a draft PBH contract.

13.4 Provision of Details:

i. The size of the proposed consignment stock and an estimated storage area required.
ii. The categories and costs of the components and equipment not covered by the PBH
iii. The minimum number of flying hours per year for which the aircraft will be charged with the quoted rates.
iv. The delivery time of AOG (Aircraft on Ground) spares should be 48 hrs from notification. For scheduled maintenance required spares should be pre-positioned beforehand.
v. The minimum percentage of operational availability of the aircraft provided should not be less than 75% by the offered PBH agreement for the first five years. This data must be supported by the evidence consolidated from experience already gained on the same or similar airframe or engine types.
vi. The predicted amount of unscheduled maintenance must also be presented as a percentage of scheduled maintenance.

vii. The terms of the PBH contract must be explained, including the duration of the contract (five years). The agreement must include labour costs for maintenance preferably in Malta for the first three years from the delivery date of the first aircraft. It
is expected that any maintenance is carried out by the contractor for this period. Any related costs incurred are borne by the contractor.

viii. A provision of a right to renew the PBH Contract (excluding labour) and the limitations applicable to price increases on renewal.

13.5 The service and support package must be calculated on the average utilisation operational parameters:

- Number of flight hours per annum - four hundred (400) hours

The total financial calculation must be based on 400 hours. Tenderers must submit the annual hourly rate per year. **The rates and total financial calculation must only be submitted in Envelope 3 - Financial Package.**

13.6 The contractor must provide a copy of Chapter 5 or equivalent document specifying the inspection criteria, a comprehensive list of all Time Between Overhaul (TBO) and Service Life Limited (SLL) components of the helicopter and the time limited maintenance requirements. Quoting the respective times, must be supplied. This requirement may be satisfied by providing a draft Airworthiness limitations/ time limits section from the maintenance manual or equivalent document. (Any time limitations in regard to optional equipment must also be provided).

13.7 The full maintenance schedule for the engines, including the preventative maintenance task description for each of the individual scheduled inspections (including calendar inspections). A copy of the engine Chapter 5 or equivalent must be provided. A comprehensive list of all TBO and SLL components on the engine and the time limited maintenance requirements must be supplied. This requirement may be satisfied by providing a draft airworthiness limitations/ time limit section from the maintenance manual or equivalent document.

13.8 The Contractor has the choice of submitting various service and support packages with the tender as options. The Armed Forces of Malta reserves the right to evaluate whether the submitted service and support packages are financially advantageous, feasible and that they meet the operational requirements in the best interest of the AFM and select the optimum solution.

13.9 The service and support packages must include the necessary spares package and special tools for the aircraft, equipment and sensors in order to support the aircraft for a period of five (5) years from the date of delivery. Special tools and equipment will be retained by Contracting Authority expiration of the five year period.

14. **Training (proposal to be provided)**

14.1 Goals. The main goal of the training is to empower personnel to be proficient in all areas of border control rotary wing aircraft, flying, system utilisation and maintenance. The scope of supply of the training should be designed for the aircrew to achieve maximum operational results in their respective theoretical and practical duties.

The contractor should schedule together with the AFM all training prescribed hereunder. All pre-delivery training must be completed by no later than three months prior to delivery of aircraft.

Contractor should be responsible for all transportation (Malta-Training Facility-Malta) and living (accommodation and meals) and transportation (between accommodation and facility) expenses of the aircrew deployed for training. Accommodation should not be less than a three-star hotel or equivalent.

All training and materials must be in English

14.2 (i) Pilot Training: Pilot training on type must be provided by the contractor on simulator and/or aircraft (not on aircraft to be delivered) for:

- Two (2) x Instructor Pilots (Pre-Delivery)
- Four (4) x Pilots (Pre-Delivery)

The training should be set up as follows:

- Two (2) x Instructor Pilots - Type rating -VFR/IFR and Instructor Rating/VFR and IFR Rating
• Four (4) x Rotary-wing Pilots - Type rating - VFR/IFR

The tenderer must also provide four (4) “Ab initio” helicopter pilot courses in their bid leading to and including type rating - VFR/IFR on the type of aircraft being offered.

(ii) Mission Training: In addition the tenderers must provide a training programme and related costs to train and qualify pilots/crews in the following missions on the aircraft provided:

- Hoist Operations/Rescue Missions
- Fast Roping
- Night Flying
- EO/IR operations
- Cargo hook operations
- Weapon system inflight training

All pilots carry a 1st Class Medical certificate and are fit to carry out flying duties within the Armed Forces of Malta. All pilots carry a valid military pilot’s licence issued by the Armed Forces of Malta for both single and twin-engine RWA.

Information on pilot’s currency, qualifications and hours can be provided on request in writing by prospective bidders.

In their submission tenderers must provide the following information:

a) A confirmation that the requested pilot courses can be offered under the terms of the contract (pre-delivery) and the price per person per course for any requested additional courses post-delivery up to five years.

b) The training syllabi for the various courses
c) The location of the courses
d) Tenderers should also provide proposals for any “on site” pilot training which they can provide in the delivery phase.
e) A detailed description of any proposed Computer Based Training (CBT) should be outlined including:

i. The types of CBT programmes that will be supplied under the terms of the contract
ii. Prices for the available CBT programmes for pilots
iii. Precise infrastructural requirements, if any, must be outlined

f) Simulator Training: Tenderers should provide, if available, a detailed description of any simulator(s) for the tendered helicopter(s) including:

i. Courses Provided
ii. The cost per hour of using the simulator(s) valid for five years. The number of hours provided as part of this contract.
iii. The certification of the simulator
iv. The location of the simulator

14.3 A/C Technician Training. The objective of the aircraft technician training is to qualify selected technicians in the maintenance on aircraft type. The aircraft technicians should be capable of carrying out the level of base maintenance. As a minimum requirement the contractor must commit the offer to provide training pre-delivery for the following:

- 6 x Airframe Technicians
- 6 x Engine Technicians
- 3 x Avionics Technicians

The training should provide the technicians with maintenance and theoretical training in procedures of:

- lifting systems
- fuselage
- winch training
- autopilot
- vibrex (rotor balancing)
- flight controls
• landing gear  
• power plants  
• electrical systems  
• maintenance inspections  
• any other training that the supplier deems necessary for the base maintenance of the aircraft type

Course certification should be in accordance to EASA Part 147.

Technicians are qualified up to EASA Part 66 Cat A and Cat B.  

**Information on technician qualifications can be provided on request in writing by prospective bidders.**

In their submission tenderers must provide the following information:

i. A confirmation that the requested technician courses can be offered under the terms of the contract (pre-delivery) and the price per person per course for any requested additional courses post-delivery up to five years.

ii. The training syllabi for the various courses

iii. The location of the courses

iv. Tenderers should also provide proposals for any “on site” technician training which they can provide in the delivery phase.

v. A detailed description of any proposed Computer Based Training (CBT) should be outlined including:

   a. The types of CBT programmes that will be supplied under the terms of the contract
   b. Prices for the available CBT programmes for technicians
   c. Precise infrastructural requirements, if any, must be outlined

vi. Simulator Training: tenderers should provide, if available, a detailed description of any simulator(s) for the tendered helicopter (s) including:

   a. Courses Provided
   b. The cost per hour of using the simulator (s) valid for five years. The number of hours provided as part of this contract.
   c. The certification of the simulator

14.4 Systems’ Technical Training. The objective of this technical training is to train selected personnel in the maintenance of sensor and equipment being installed on the aircraft. The technical training should provide selected personnel with an understanding of sensors and equipment configuration, functioning, operationally, troubleshooting, repair and maintenance.

The Contractor should provide systems’ technical training for up to eight (8) technicians.

14.5 Operator Training. The objective of this operator training is to train selected personnel in the operation of the selected sensors and equipment. The training should provide the operators with knowledge of how to configure, function and operate the sensors and equipment.

The Contractor should provide operator training for eight (8) operators.

14.6 Additional Training. The Contractor should provide training for the following technical personnel:

• 2x Technical Documentation Clerk
• 2 x Technical Store man

15. Documentation and Technical Publications

As per Clause 9.7 of Volume 2, Section 3 - Special Conditions.
16. **Warranty**

16.1 The aircraft, engines, avionics, sensors and equipment, and modifications, purchased under this tender must be covered by a minimum of twenty four (24) months warranty period.

16.2 **Warranty Engineer.** Contractors are to assign a technically-competent/regional warranty engineer as a focal point who will assist the AFM in addressing any warranty issues and ensure that specified periodical maintenance is conducted in a manner that does not void the conditions of the warranty. The warranty engineer is to be assigned from delivery of the aircraft to the end of the warranty period. The warranty engineer, if not situated in Malta should be available to respond and travel to Malta within twenty four (24) hours following the receipt of request.

17. **Trials and Acceptance**

17.1 **Trials.** All trials are to be conducted at the cost of the contractor and in the presence of two designated representatives of the Armed Forces of Malta and a representative of the contractor. Final acceptance of the product is contingent on the successful completion of all the trials.

All trials and tests must be recorded on Test Memoranda and are to be prepared by the selected contractor on award of contract and submitted to the Armed Forces of Malta by no later than one (1) month after award of contract. The AFM may propose eventual changes to the memoranda within the two (2) weeks following their receipt from the contractor.

17.2 **Acceptance.** The aircraft complete with the systems will be accepted by an authorised representative of the Armed Forces of Malta prior to delivery. Furthermore, additional acceptance certificates will be issued for the spares package and training package.

It should be noted that these acceptance certificates do not in any way substitute the Final Acceptance Certificate to be issued by the Contracting Authority on completion of the contract conditions.
Tender Title: TENDER FOR THE PROCUREMENT OF HELICOPTER/S FOR BORDER CONTROL
Advert Number: [.............]

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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Total EXCLUDING VAT, Duties &amp; Other Taxes/Charges (Delivered Duty Paid-DDP) in EURO</th>
<th>VAT Applicable in EURO</th>
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<td>1.1</td>
<td>Supply of One Helicopter for Border Control (as indicated in Volume 3 - Technical Specifications)</td>
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<td>€</td>
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<td>1.2</td>
<td>Training Proposal (as indicated in Volume 3 - Technical Specifications)</td>
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<th>Qty.</th>
<th>Hourly Rate</th>
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<td>1.3(i)</td>
<td>Service &amp; Support Package for the first year (as indicated in Volume 3 - Technical Specifications)</td>
<td>400</td>
<td>flying hours annually</td>
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<td>1.3(ii)</td>
<td>Service &amp; Support Package for the second year (as indicated in Volume 3 - Technical Specifications)</td>
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<td>flying hours annually</td>
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<td>1.3(iii)</td>
<td>Service &amp; Support Package for the third year (as indicated in Volume 3 - Technical Specifications)</td>
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<td>flying hours annually</td>
<td>€</td>
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<tr>
<td>1.3(iv)</td>
<td>Service &amp; Support Package for the fourth year (as indicated in Volume 3 - Technical Specifications)</td>
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<td>flying hours annually</td>
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<tr>
<td>1.3(v)</td>
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TOTAL COST FOR ITEMS 1.1 TO 1.3 ABOVE, ON A DDP BASIS; IN EURO

EURO ____________________________

Signature: .......................................................... Date: ............................................

(the person or persons authorised to sign on behalf of the tenderer)