



IMPORTANT NOTICE TO PROSPECTIVE BIDDERS

PROSPECTIVE BIDDERS ARE TO REGISTER THEIR RESPECTIVE CONTACT DETAILS AT INFO.CONTRACTS@GOV.MT SO THAT ANY CLARIFICATIONS / COMMUNICATIONS PERTAINING TO THIS TENDER PROCEDURE ARE COMMUNICATED TO THEM IN DUE TIME AS PER TENDER DOCUMENTS. ANY CLARIFICATIONS OR ADDENDA TO THE TENDER DOCUMENT WILL BE UPLOADED ON THE SAME WEBSITE. THE CENTRAL GOVERNMENT AUTHORITY SHALL NOT BE HELD RESPONSIBLE FOR ANY MISDEMEANOUR IF THIS CONDITION IS NOT ADHERED TO.



ADVERT NUMBER: CT/A/015/2014

CT FILE NUMBER: CT2062/2014

SUPPLY OF TOBACCO EXCISE STAMPS

Closing Date: 20 MAY 2014 at 10:00am CET

Date Published: 08 APR 2014

IMPORTANT:

- Tenderers are to ensure that the mandatory tender guarantee (bid bond) of €36,000 is to remain valid for up to and including the 17 OCT 2014.

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

SUPPLY OF TOBACCO EXCISE STAMPS

Table of Contents

Table of Contents	2
VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS	4
A. GENERAL PART	4
1. General Instructions	4
2. Timetable	4
3. Lots	5
4. Financing	5
5. Eligibility	5
6. Selection Criteria	5
7. Multiple Tenders	6
8. Tender Expenses	7
9. Clarification Meeting/Site Visit	7
B. TENDER DOCUMENTS	7
10. Content of Tender Document	7
11. Explanations/Clarification Notes Concerning Tender Documents	7
12. Labour Law	7
13. Law	8
C. TENDER PREPARATION	8
14. Language of Tenders	8
15. Presentation of Tenders	8
17. Tender Prices	10
18. Currencies of Tender and Payments	10
19. Period of Validity of Tenders	10
20. Tender Guarantee (Bid Bond)	10
21. Variant Solutions	11
22. Preparation and Signing of Tenders	11
D. SUBMISSION OF TENDERS	11
23. Sealing and Marking of Tenders	11
24. Extension of Deadline for Submission of Tenders	12
25. Late Tenders	12
26. Alterations and Withdrawal of Tenders	12
E. OPENING AND EVALUATION OF OFFERS	12
27. Opening of Tenders	12
28. Secrecy of the Procedure	13
29. Clarification of Tenders	13
30. Tender Evaluation Process	13
31. Correction of Arithmetical Errors	14
F. CONTRACT AWARD	14
32. Criteria for Award	14
33. Right Of The Central Government Authority To Accept Or Reject Any Tender	14
34. Notification of Award, Contract Clarifications	15
35. Contract Signing and Performance Guarantee	15
36. Period of Delivery	16
G. MISCELLANEOUS	16
37. Ethics Clauses	16
38. Data Protection and Freedom of Information	17
39. Gender Equality	17
VOLUME 1 SECTION 2 - TENDER FORM	18
VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM	21

Annex To Tender Guarantee Form	22
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	23
1. Statement on Conditions of Employment	23
2 - List of Principal Deliveries.....	24
3 - Literature/List of Samples.....	25
VOLUME 1 SECTION 5 - GLOSSARY	26
VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	28
Part XII - Separate packages in tender offer.....	28
Part XIII - Appeals.....	29
VOLUME 1 SECTION 7 - QUESTIONNAIRE.....	31
Notes to Tenders	31
Form 1 - Power of Attorney.....	32
Form 2 - Data on Joint Venture/Consortium (Where applicable)	33
Form 3 - Financial Statement	34
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	38
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	40
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....	41
Article 2: Law Applicable.....	41
Article 4: Communications	41
Article 7: Supply of Documents	41
Article 9: The Contractor's Obligations	41
Article 10: Origin.....	41
Article 11: Performance Guarantee.....	42
Article 12: Insurance.....	42
Article 13: Performance Programme (Timetable).....	42
Article 18: Commencement Order	42
Article 19: Delays in Execution.....	42
Article 24: Quality of Supplies.....	42
Article 25: Inspection and Testing	43
Article 26: Methods of Payment	43
Article 28: Delayed Payments.....	43
Article 29: Delivery.....	43
Article 31: Provisional Acceptance	43
Article 32: Warranty	44
Article 35: Breach of Contract.....	44
Article 41: Dispute Settlement by Litigation	44
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	45
VOLUME 2 SECTION 5 - SPECIMEN PREFINANCING PAYMENT GUARANTEE	46
VOLUME 3 - TECHNICAL SPECIFICATIONS.....	47
Clause 2.....	49
Part 2 -The Contractor's Technical Offer	50
VOLUME 4 - FINANCIAL BID.....	51

~~~~~

# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## 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 supply and delivery to the Department of Customs of 120 million Tobacco Excise Stamps through a 48 month period contract
- 1.3 The place of acceptance of the supplies shall be the Custom House, Lascaris Place, Valletta, the time-limits for delivery shall be as specified in the contract and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**. The very first delivery in Malta is to be of at least 10,000,000 stamps within two months of the signature of the contract, with the remainder of the first annual delivery of 20,000,000 to be made available within six months of contract signature.
- 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

|                                                                                                                       | DATE                      | TIME*    |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------|----------|
| Deadline for request for any additional information from the Contracting Authority                                    | 5 <sup>th</sup> May 2014  | 23.45hrs |
| Last date on which additional information are issued by the Contracting Authority                                     | 14 <sup>th</sup> May 2014 | 17.00hrs |
| Deadline for submission of tenders /<br>Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | 20 <sup>th</sup> May 2014 | 10:00am  |

\* All times Central European Time (CET)

### **3. Lots**

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 financed from local budget funds.

### **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)*

The minimum requirements in order for a tender to be deemed compliant in terms of the submitted information at of Section 7 Form 3 Financial Statement are:

- (a) The minimum turnover during the past 5 years (2008-2012) shall be not less than €2,000,000 in total.
- (b) The minimum access to credit facilities / cash in hand required for the duration of this project is €500,000 in total.

6.1.2 No subcontracting is allowed.

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:

- A list of principal deliveries effected during the last five years (2008-2012) (Volume 1, Section 4 form 2).

(In view of the type of product for which this call for tenders is being issued it is expected that the manufacturers will be recognised and trusted security printers and that they will have a history of successfully delivering similar products to state entities such as customs, excise or other tax or fiscal authorities and will produce evidence to this effect.)

The minimum value of deliveries of a similar nature (supply of excise stamps) completed shall be not less than €200,000 per annum for each of the years 2008-2012.

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.

## **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 sub-contractor by any other tenderer or joint venture/consortium.

## **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 No clarification meeting/site visit is planned.

## **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                                                                                                                                                                                                 |
| Volume 3 | <ul style="list-style-type: none"><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 4 | Technical Specifications                                                                                                                                                                                       |
| Volume 5 | Model Financial Bid/Bill of Quantities                                                                                                                                                                         |
- Drawings
- 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](mailto: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)
- 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 tender'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)
  - (b) 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”.
  - (c) 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.
  - (d) 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.  
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)
  - (i) An original bid-bond for the amount of €36,000, in the form provided in Volume 1, Section 3 <sup>(Note 1)</sup>

### **Documentation to be inserted in package 2.**

- (b) *General / Administrative Information* <sup>(Note 2)</sup>
  - (i) Statement on Conditions of Employment ( Volume 1, Section 4)

- (ii) Power of Attorney (Form 1 Volume 1 Section 7)
- (iii) Data on joint Venture / Consortium( Form2 Volume 1 Section 7)

*Selection Criteria*<sup>(Note 2)</sup>

(c)

*Financial and Economic Standing*<sup>(Note 2)</sup>

- i. Financial Statement (Form 3 Volume 1 Section 7)
- ii. Audited Accounts for the last five (5) years (2008-2012) 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*<sup>(Note 3)</sup>

- (i) List of principal deliveries effected during the last 5 years (2008-2012) (Volume 1, Section 4 Form 2)
- (ii) The bidders need to prove their ability to originate Level 3 features by supplying with the tender bid microscopic high-magnification forensic photographs of similar features originated by them.

(e)

*Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>

- (i) Tenderer's Technical Offer in response to specifications (Volume 3)
- (ii) Literature/List of Samples (Volume 1, Section 4)
- (iii) Form 5 - Shelf life of Stamps

**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.**

(f)

**Documentation to be inserted ONLY in package 3.**

*Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>

- (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 works/supplies tendered 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. 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 Bill of Quantities/Financial Statement.
- 17.6 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 [€36,000] (thirty six 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 for 150 days from the closure date of the tenders. 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 11.1 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.
- 25.2 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 11.1 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](http://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).

*Three-Package*

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 XII (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.

Tenderers shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received. At least 10 packets by 500 stamps each are to be submitted for testing purposes. Tenderers are informed that these samples must be delivered at the Contracts Department in Floriana, Malta within two working days of the requested submission.

In the case of a suppliers who are already supplying the product being offered, the tenderer may be exempted from submitting samples. However the specific brand name and the respective reference of the Letter of Acceptance/Contract must be clearly indicated in the tender submission.

**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);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 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](http://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/second most economically advantageous] 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 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***

- 37.1 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.
- 37.2 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.
- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 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.
- 37.7 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.

- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 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.
- 37.10 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***

- 38.1 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.
- 38.2 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 in relation 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

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

Publication reference: Tender for The Supply of Tobacco Excise Stamps

|                                                                            |                                                                   |                    |                                                   |
|----------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                                             | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b>In case of a Joint Venture/Consortium: Name(s) of Leader/Partner(s)</b> | <b>Name of Tenderer(s)</b>                                        | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| Leader <sup>1</sup>                                                        |                                                                   |                    |                                                   |
| Partner <sup>1</sup>                                                       |                                                                   |                    |                                                   |
| Etc ...                                                                    |                                                                   |                    |                                                   |

1. 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).

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

## 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 CT2062/2014 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:  
  
120 million tobacco tax stamps through a 48 month period contract
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:
- 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 authorized 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.
- 10 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.
- 11 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** <sup>(Note 1)</sup>
    - Bid Bond
  - (b) **General Information** <sup>(Note 2)</sup>
    - Statement on Conditions of Employment
    - Power of Attorney

- Data on joint Venture / Consortium

**Selection Criteria** <sup>(Note 2)</sup>

**(c) Financial and Economic Standing** <sup>(Note 2)</sup>

- Audited Accounts for the last five (5) years (2008-2012) if not appearing on the website of the Malta Financial Services Authority (MFSA) by the closing date of this call for tenders (**Three-Package Procedure**)

**(d) Technical Capacity** <sup>(Note 3)</sup>

- Experience as Contractor \_List of principal deliveries effected during the last 5 years (2008-2012)
- The bidders need to prove their ability to originate Level 3 features by supplying with the tender bid microscopic high-magnification forensic photographs of similar features originated by them.

**(e) Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

- Tenderer's Technical Offer
- Literature /List of Samples
  - Form 5 Shelf life of Stamps

**(f) Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**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 ●

12 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.

13 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.

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

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

Whereas the Director of Contracts has invited tenders for the supply of tobacco excise tax stamps, 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 thirty six thousand Euro (€36,000) 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 17<sup>th</sup> October 2014. 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**

**(Only applicable in the Three-Package Procedure)**

**Contact Details of Tenderer**

|                                                   |                |
|---------------------------------------------------|----------------|
| <b>Name of Tenderer/Joint Venture/Consortium</b>  | .....<br>..... |
| <b>Email Address</b>                              | .....          |
| <b>Telephone Number</b>                           | .....          |
| <b>Fax Number</b>                                 | .....          |
| <b>Mobile Number</b>                              | .....          |
| <b>Name and Surname of Contact Person (Title)</b> | .....          |

(To be submitted with the Tender Guarantee in case the provisions of Article 1.1 of the Instructions to Tenderer need to be applied)

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.  
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

List of principal deliveries effected during the past 5 years (2008-2012):

| Description of Supplies | Total Value of Supplies | Date of Delivery | Client*/<br>Contracting Authority* |
|-------------------------|-------------------------|------------------|------------------------------------|
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |
|                         |                         |                  |                                    |

\* 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: .....

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

Date: .....

### 3 - Literature/List of Samples

1. List of literature to be submitted with the tender:

| Item | Description                                     | Reference in Technical Specifications |
|------|-------------------------------------------------|---------------------------------------|
| 1.1  | Storage Requirements                            | Volume 3, Clause 2                    |
| 1.2  | Technical Specifications for tobacco tax stamps | Volume 3. Clause 1                    |
| 1.3  | Method of production                            | Volume 3 - Clause 1                   |

2. List of samples to be submitted at evaluation stage within five (5) working days from when requested to do so:

| Item | Description                                                                                | Reference in Technical Specifications |
|------|--------------------------------------------------------------------------------------------|---------------------------------------|
| 2.1  | 10 packets by 500 stamps each of the same size and material as the ones being tendered for | Volume 3 - Clause 2                   |
| 2.2  | Samples of inner and outside packaging                                                     | Volume 3 - Clause 2                   |

Signature: .....

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

Date: .....

# VOLUME 1 SECTION 5 - GLOSSARY

## 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.

# VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

## *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 0.75 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.

## VOLUME 1 SECTION 7 - QUESTIONNAIRE

### *(Three-Package Procedure ONLY)*

*[The present questionnaire serves to describe the qualifications of a tenderer. The Contracting Authority has to set out in the tender documents any minimum qualifications required for the award of the contract. In the restricted procedure, the same forms can be used (substituting 'candidate' for 'tenderer' for describing the qualifications of candidates.)*

#### **Forms to be filled in by the Tenderer:**

- Form 1 - Power of Attorney
- Form 2 - Data on Joint Venture/Consortium (Where applicable)
- Form 3 - Financial Statement
- Form 4 - Quality Assurance Systems
- Form 5 - Shelf Life of stamps

### ***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**

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)**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--|
| 1 | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |  |
| 2 | Managing Board's Contact Details                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>                                                                                                                                                                                                                                                                                                                                                    | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 4 | Names of Partners                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |  |
| 5 | Name of Lead Partner                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |  |
|   | Place of Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date of Signature:                                                     |  |
|   | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | .....                                                                  |  |
| 7 | Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*<br>* 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 |                                                                        |  |
|   | ..... - .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... - .....                                                          |  |
|   | ..... - .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... - .....                                                          |  |

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

Date: .....

### Form 3 - Financial Statement

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

1 Basic capital

| Narrative  | € |
|------------|---|
| Amount     |   |
| Currency   |   |
| Authorised |   |
| Issued     |   |

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

| Euro    | Year<br>-5<br>€ | Year<br>-4<br>€ | Year<br>-3<br>€ | Year<br>-2<br>€ | Last year<br>€ | Current<br>year<br>€ | Year<br>+1<br>€ | Year<br>+2<br>€ |
|---------|-----------------|-----------------|-----------------|-----------------|----------------|----------------------|-----------------|-----------------|
| At home |                 |                 |                 |                 |                |                      |                 |                 |
| Abroad  |                 |                 |                 |                 |                |                      |                 |                 |
| Total   |                 |                 |                 |                 |                |                      |                 |                 |

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

€ .....

(..... Euro)

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

.....

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

| Euro                           | Year<br>-5 | Year<br>- 4 | Year<br>- 3 | Year<br>- 2 | Year<br>- 1 | Last<br>year | Current<br>year | Year<br>+ 1 | Year<br>+ 2 |
|--------------------------------|------------|-------------|-------------|-------------|-------------|--------------|-----------------|-------------|-------------|
|                                | €          | €           | €           | €           | €           | €            | €               | €           | €           |
| 1. Total Assets                |            |             |             |             |             |              |                 |             |             |
| 2. Total Liabilities           |            |             |             |             |             |              |                 |             |             |
| Net Value<br>(1-2)             |            |             |             |             |             |              |                 |             |             |
| 3. Liquid Assets               |            |             |             |             |             |              |                 |             |             |
| 4. Short-term Debts            |            |             |             |             |             |              |                 |             |             |
| Working Capital<br>(3-4)       |            |             |             |             |             |              |                 |             |             |
| 5. Pre-tax Profits             |            |             |             |             |             |              |                 |             |             |
| 6. Losses                      |            |             |             |             |             |              |                 |             |             |
| 7. Turnover                    |            |             |             |             |             |              |                 |             |             |
| 8. Access to Credit Facilities |            |             |             |             |             |              |                 |             |             |

**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 4 - Quality Assurance Systems**

Please provide hereunder details of your quality assurance system/s in place which would ensure that the product will be able to constantly comply with described specifications. Also please describe the procedures and processes involved, the number and type of technical personnel available for this work, whether employed directly by your company or those that you may have to engage from other companies. (typed in please)

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signature \_\_\_\_\_  
(person authorised to sign on behalf of tenderer)

Date \_\_\_\_\_

*Form 5 – Shelf Life of Stamps*

Please describe the guaranteed minimum shelf life of the stamps if kept in ambient temperature and humidity conditions or in temperature and humidity controlled conditions. (Typed in please)

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signature \_\_\_\_\_  
(person authorized to sign on behalf of tenderer)

Date \_\_\_\_\_

## VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]

Project: ..... [Title and Number]

Contract Number: ..... [Contract Number]

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, printed and delivered by the Contractor, viz.:

### Supply of Tobacco Excise Stamps

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 the Custom House, Lascaris Place, Valletta, Malta, the time limits for delivery shall be as periodically as agreed during contract negotiations, with the first delivery of 10 million stamps being within two months of the last signature on contract, and the INCOTERM<sup>2000</sup> 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. 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 relation 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.
8. 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:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....



## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Supply Contracts (Version 1.04 dated 30 December 2013) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://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.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

### ***Article 2: 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***

All Communications are to be addressed to:

The Director General - Contracts  
Department of Contracts  
Floriana FLN 600  
Malta

Tel - (+356) 21220212  
Fax - (+356) 21247681  
e-mail - info@contracts@gov.mt

### ***Article 7: Supply of Documents***

The documents required are the technical specifications as well as all the other supporting literature and documents as specified in this call for tenders

### ***Article 9: The Contractor's Obligations***

The contractor shall be bound to deliver the stamps in batches in the quantities ordered in writing by the Department of Customs at the Custom House in Valletta.

Further to the provisions of the General Conditions, Article 9, the contractor must hold sufficient stock in hand to execute these requirements. Specifically the very first delivery in Malta is to be of at least 10,000,000 stamps within two months of the signature of the contract, with the remainder of the first annual delivery of 20,000,000 to be made available within six months of contract signature, while the rest of the stamps are to be delivered at the rate of 10,000,000 every four months over the final 36 months of the period contract.

The stamps brought to Malta are to be held at secure and environmentally safe premises in Malta until required by customs. It will be the responsibility of the contractor to ensure that conditions under which the stamps are held and to satisfy the contracting authority that they meet with these requirements.

The Comptroller of Customs shall have the power to reject any consignment or part thereof, should it not be to his satisfaction or should the material not be in accordance with the specifications/sample submitted by the contractor and approved by Government for award of contract. Any rejected material shall be collected by the contractor and replaced within fifteen days of receipt of notice to that effect from the Comptroller of Customs. Failure to comply with this condition shall render the contractor subject to the penalties referred to in the General Conditions of Contract.

Until such time as the supplies are delivered to the Custom house the contractor is solely responsible for their safe custody and no payment for the stamps will be due.

### ***Article 10: Origin***

The supplies may originate in a Member State of the European Union or any other state in accordance with the Public Contract Regulations

10.1 **Article 11: Performance Guarantee**

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.

11.1 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 **Article 12: Insurance**

The contractor must insure the supplies while they are still under his control. Any loss of stamps would endanger government revenue so it is in the contractor's interest to insure for this potential loss as well in order to be able to meet any eventual claim for compensation.

12.1 **Article 13: Performance Programme (Timetable)**

As per Article 9 (contractor's obligations) above

18.1 **Article 18: Commencement Order**

This is a four year period contract for the delivery of 120 million tobacco excise tax stamps to be delivered at the rate of 30,000,000 stamps per 12 month period. The first delivery in Malta is to be of 10,000,000 within two months of the final signature on the contract while the remaining first year's deliveries are to be made within six months of the contract signature.

19.1 **Article 19: Delays in Execution**

Apart from the stipulated fines the Government shall retain the right to annul the contract if the contractor shall have repeatedly supplied lower quantities of the goods than contractually required or as shown on the delivery notes, or else supplies goods of a sub-standard quality, and having been warned in writing, the contractor still does not rectify matters. A daily penalty of up to 25% of the price of the undelivered or un-replaced defective stamps may be applied for delays in execution of the contract.

Any annulment of the contract would lead to a penalty equivalent to 10% of the value of the undelivered part of the contracted value.

Should the contractor fail, refuse or neglect to supply or replace any undelivered or defective goods within a period of three weeks he will become liable to a penalty of 1% of the value per week of the entire period during which the delivery is overdue.

In the event of the above mentioned lapses on the part of the contractor the government also retains the right to purchase replacement supplies from other sources and at the expense of the contractor.

24.2 **Article 24: Quality of Supplies**

The supplies must be of the quality as defined in the technical specifications; If deliveries are found to be of inferior quality and not in accordance with the published and contracted specifications or sourced from different suppliers than those agreed the contractor will be liable to a fine of 10% of the value of the defective stamps, which must be replaced free of charge.

25.2 **Article 25: Inspection and Testing**

Inspection of the goods will normally be done on delivery, however the Department retains the right to perform inspections at the premises of the supplier or manufacturer.

The contractor will submit on a six monthly basis audited accounts of the quantities and the serial numbers of the stamps produced by the manufacturer and of the deliveries to Malta.

26.1 **Article 26: Methods of Payment**

26.3 Payments will be made in Euro.

26.5 Payments shall be authorized by the Contracting Authority and paid directly by the Department of Customs. Payments will be made for each delivery to the custom house within sixty days of such delivery and the presentation of the relative invoice.

28.1 **Article 28: Delayed Payments**

28.2 Malta Funds

The period quoted in Article 28.1 of the General Conditions may be subject to change according to the particular needs of the Department.]

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).

(Malta Funds)

A contractor would become entitled to the payment of interest at 2% over the rate of interest established by the Central Bank of Malta for the particular period

29.1 **Article 29: Delivery**

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

29.3 They shall be delivered In bundles of 500 pieces, shrink-wrapped or in airtight plastic packets which should be serially numbered and with a label bearing all particulars at one end.

Each carton should contain 20,000 or 25,000 stamps.

The carton packing should be sufficiently strong to prevent both the carton and packets from bursting. The cartons should be labelled showing all particulars and serially numbered as directed by the Comptroller of Customs. The cartons must be moisture proof to prevent dampness during storage.

29.5 The packaging shall become the property of the recipient subject to respect for the environment.

Set out requirements as regards documents to accompany each delivery and markings on the packaging.

**Article 31: Provisional Acceptance**

Goods will be provisionally accepted on delivery and preliminary examination at custom house for quantity and quality; however it may be that defects and or quantity discrepancies may be

discovered later and the contractor will be notified. Substitution of defective stamps or delivery of stamps to make up for short delivered stamps is to be made immediately after.

32.1 ***Article 32: Warranty***

The goods must remain fully usable when stored in ambient temperature and humidity for a period of at least 24 months. A warranty to this effect shall remain valid for this length of time after provisional acceptance.

35.3 ***Article 35: Breach of Contract***

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.

This law is based on "Model Law" which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Customs Department  
Valletta VLT 1900  
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 CT2062/2014 whereby the contractor undertook the Supply of tobacco Excise Stamps in accordance with Article 11 of the Special Conditions the [works/services/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]

.....  
.....  
[address of institution providing the guarantee]

**VOLUME 2 SECTION 5 - SPECIMEN PREFINANCING PAYMENT GUARANTEE**

NOT APPLICABLE

**VOLUME 2 SECTION 6 - SPECIMEN RETENTION GUARANTEE**

NOT APPLICABLE

## VOLUME 3 - TECHNICAL SPECIFICATIONS

**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.

### Clause 1

#### Specifications

The supply must be finished Tobacco Tax Stamps that will be in the form of paper-based holographic documents incorporating the Maltese Emblem with full-faced **DOVID (Diffractive Optically Variable Image Device)**. The **DOVID** should contain a combination of diffractive features that are simple to read and difficult to simulate. The **DOVID** should also be in register to the dimensions of the tax stamp.

1. (a) Stamp Dimensions: 47mm. (wide) x 20mm. (high)
- (b) Paper Colour White or off white
- (c) Substrate Density 75 gsm to 85 gsm
- (d) DOVID colour **Silver**
- (e) Visual Features
  - (i) Additive diffractive colours
  - (ii) Locked colours
  - (iii) Animated colours
  - (iv) Ultra-high resolution
  - (v) Fine-line guilloche (background of curved and closely-spaced cross hatched lines)
  - (vi) Customer-defined covert microscopic text
  - (vii) Visual layering
- (f) Numbering: Eleven alpha numeric characters

Other details regarding the above shall be advised to the successful bidder by the Comptroller of Customs

Hologram Security features :  
(Minimum):

#### Section 1 :

##### i) **Level One**

- The National Emblem of Malta in achromatic colours (black and white) providing a contrast switch (black to white and vice versa) on horizontal tilt of the hologram, and an achromatic kinetic effect





- Eight pointed Maltese Cross with locked colours (black and white) and kinetic effects of expansion and linear movement
- A largely achromatic (black and white) background with expansion and linear movement effects in the achromatic pattern
- An 180 degree contrast switch
- 0,03mm outline width displayed in channel 2 around National Emblem.
- Achromatic line pattern (expansion)
- A fine-line (guilloche) holographic kinetic features with line width not exceeding 30 microns
- Achromatic 2D/3D background depth elements

#### ii) **Level Two**

- Holographic kinetic microtext with font size not exceeding 150 microns
- Non-diffractive Black microtext with font size of 70 microns
- A covert moiré feature image 'MALTA' readable though a special filmic decoder

#### iii) **Level Three**

- A micrographic map of Malta of size not exceeding 400 x 400 microns and showing major details of coastline and all major towns)
- Forensic feature : 5 micron microtext of the first page of the Malta Excise Duty act.

#### Section 2 :

- (i) A design proposal showing all required features of the holographic image in electronic and printed form shall be included with the tender bid.

## Clause 2

### Packaging : and Storage

In bundles of 500 pieces, preferably shrink-wrapped or in plastic packets which should be serially numbered and with a label bearing all particulars at one end

Each carton should contain 20,000 or 25,000 stamps.

The carton packing should be sufficiently strong to prevent both the carton and packets from bursting. The cartons should be labelled showing all particulars and serially numbered as directed by the Comptroller of Customs. The cartons must be moisture proof to prevent dampness during storage.

***Part 2 -The Contractor's Technical Offer***

## VOLUME 4 - FINANCIAL BID

### Breakdown of Costs Supply of Tobacco Excise Stamps

Tender Title:  
CT Number: CT2062/2014

| Item No.                                                                                     | Description                                                                                                                                                                                                                                                            | Quantity   | Cost per one hundred thousand (100,000) stamps, including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br><br>€ | Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br><br>€ |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Year one                                                                                     | Tobacco Excise Stamps<br><br>finished Tobacco Tax Stamps, paper-based holographic documents incorporating the Maltese Emblem with full-faced DOVID). The DOVID should contain a combination of diffractive features that are simple to read and difficult to simulate. | 30,000,000 |                                                                                                                                |                                                                                      |
| Year two                                                                                     | Tobacco Excise Stamps<br><br>finished Tobacco Tax Stamps, paper-based holographic documents incorporating the Maltese Emblem with full-faced DOVID). The DOVID should contain a combination of diffractive features that are simple to read and difficult to simulate. | 30,000,000 |                                                                                                                                |                                                                                      |
| Year three                                                                                   | Tobacco Excise Stamps<br><br>finished Tobacco Tax Stamps, paper-based holographic documents incorporating the Maltese Emblem with full-faced DOVID). The DOVID should contain a combination of diffractive features that are simple to read and difficult to simulate. | 30,000,000 |                                                                                                                                |                                                                                      |
| Year four                                                                                    | Tobacco Excise Stamps<br><br>finished Tobacco Tax Stamps, paper-based holographic documents incorporating the Maltese Emblem with full-faced DOVID). The DOVID should contain a combination of diffractive features that are simple to read and difficult to simulate. | 30,000,000 |                                                                                                                                |                                                                                      |
| <b>GRAND TOTAL INCLUDING VAT, DUTIES &amp; OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)</b> |                                                                                                                                                                                                                                                                        |            |                                                                                                                                |                                                                                      |

Signature: .....

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

Date: .....