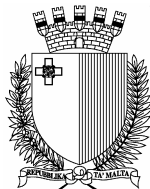


**EUROPEAN REFUGEE FUND
POST APPLICATION CLIENT PREPERATION AND ASYLUM DETERMINATION
INTERVIEWING CENTRE FOR ASYLUM SEEKERS.**



Co-funded by the
European Refugee Fund
2008 - 2013

**TENDER FOR THE PURCHASING AND LEASING OF
EQUIPMENT
TO THE VARIOUS ENTITIES FALLING UNDER THE
MINISTRY OF JUSTICE AND HOME AFFAIRS**

**THE OFFICE OF THE REFUGEE COMMISSIONER
St. Elmo Valletta
Ministry for Justice and Home Affairs**

15 December 2009

Reference: MJHA/09/04

TENDER FOR THE PURCHASING AND LEASING OF IT EQUIPMENT TO THE VARIOUS ENTITIES FALLING UNDER THE MINISTRY FOR JUSTICE AND HOME AFFAIRS

Tender documents to be collected from:

Ministry for Justice and Home Affairs
Office of the Refugee Commissioner
St. Elmo
Valletta
During normal office hours (7.45 – 17.15)
Tel: 21 255257
Fax: 21 255141

An electronic version of the required information is also available on the website: www.mjha.gov.mt. A soft copy may also be requested and will be forwarded via email.

Sealed and properly marked 'Tender for the Leasing and Purchasing of Equipment' are to be deposited in the tender box by the 15 December 2009 before 10.00 am at the address below:

Ministry for Justice and Home Affairs
Office of the Refugee Commissioner
St. Elmo
Valletta

TENDER

(For the execution of works)

1. With reference to Notice No. published in the Government Gazette by the **Ministry for Justice and Home Affairs, 32/33, Marsamxetto Road, Valletta, Malta** on the and in terms of the conditions therein mentioned and those there to attached, I/We

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

offer and bind myself/ourselves to carry out the work set out in the Notice aforesaid in conformity with the Specification and Conditions relating thereto:

- (i) For the sum of Euro
 and cents.

Delete where not applicable	€	C	(Price to be stated in figures and in words) OR
	[]	[]	

- (ii) At the rate/s indicated on the Schedule annexed to the specification.

2. I/We further offer to complete same within

(period to be stated by tender)

From the date of order in writing to start work.

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

Signature (b)

ID Card Number

Full Name (BLOCK LETTERS)

Name of Company or Partnership

Capacity to represent company or partnership

Date of registration Registration Number

Registered Address

Telephone No. E-Mail Address

Fax No. Age of Tenderer

Mob. No. Date

SPECIAL CONDITIONS

S.1 Scope of Works

The contract provides for the purchasing and leasing of equipment to the Office of the Refugee Commissioner falling under the Ministry of Justice and Home Affairs's portfolio.

S.2 Delivery Period

The complete order is to be delivered to and assembled at said premises by not later than **three (3)** weeks from the award of the contract for bidders who have the materials readily available. **Prospective bidders are to specify in their tender the delivery date, from the date of the order to start works. In cases where the equipment has to be imported from abroad, the total delivery time required from the order to start work to the final installation has to be specified, as this may have to be taken into consideration during the adjudication process.** The Office of the Refugee Commissioner Ministry reserves the right to award the tender to the bidder who can make an immediate or earlier delivery, irrespective of the price submitted.

S.3 Penalty for Delay

Failure to deliver the complete order within the stipulated period shall entail a penalty of **€50** per day of delay, inclusive of Sundays and holidays.

S.4 Submission of Tenders

Bidders are reminded that **all rates** are to be duly filled in on the appropriate Bill of Quantities sheets provided by the Organisation in this document. **Omissions, incorrect and/or incomplete entries may lead to the disqualification of the tender.**

S.5 Contact Persons

Should there be any queries by the prospective tenderers prior to the submission of the tender, these are to be made to Office of the Refugee Commissioner on Tel: 21 255257 or via email to alison.schembri@gov.mt or claire.galea@gov.mt and will be accepted by not later than 1 week to closing date.

Results will be published at the

Department of Corporate Services
Ministry of Justice & Home Affairs
House of Catalunya
32/33 Marsamxetto Road
Valletta

and

The Office of the Refugee Commissioner
St. Elmo
Valletta

and on Ministry website: <http://www.mjha.gov.mt>

GENERAL CONDITIONS

G.1 Contractor

The word supplier shall mean the person or persons to which this contract is awarded. He/they shall supply and deliver the product listed in the attached Bill of Quantities.

G.2 Tendered Rates to Include

The tendered sum shall be inclusive of all material items as specified as well as any other parts which are of a contingent or indispensable nature for supplying the product in its entirety and to the satisfaction of the Ministry officers in charge. The rates shall be inclusive of all materials necessary, profits, V.A.T, payment of customs duty and landing charges on all imported goods, all hire of plant and machinery required and also all transport of materials to the site indicated.

G.3 Fixed Tendered Rates

The tendered rates shall be fixed rates and no allowances will be made for fluctuations in rates and prices or for any increase or decrease in the costs of materials.

G.4 Awards

This Tender shall be evaluated and awarded on the basis of the following prioritised criteria:-

- 1) Submissions meeting required specifications
- 2) Total cost of ownership
- 3) Delivery Dates
- 4) After Sales and Service

The Ministry may, at it's own discretion, decide not to select any bid or not to award any contract even the most advantageous one.

The Ministry also reserves the right to award the purchase in whole or in part, or of dividing the purchase among two or more bidders as it deems fit

G.5 Safety Regulations

The successful bidder shall give the necessary guarantees that his product is safe for use as specified by the same bidder.

G.6 Variation in Quantities

The right is reserved to increase or decrease the quantities and amounts in the Schedule of Quantities by 30%.

G.7 Component Materials

The materials to be provided by the successful supplier are to be the best of their respective kinds and free from defects. He shall satisfy the Ministry officials in charge that the materials are such as specified or equivalent.

G.8 Sub-standard products

The Office of the Refugee Commissioner shall have power to order the removal and replacement, within such reasonable time or times as may be specified in the order, of the complete or parts of the order which in their opinion are not in accordance with the specifications or their instructions,

by proper materials; in accordance with the specifications and/or their instructions. In case of default the supplier shall forthwith carry out such order at his own cost.

G.9 Payments to the Contractor

Payments shall be made as follows:

1. 85% of the value of the whole product satisfactorily supplied, delivered, inspected and approved to the satisfaction of the Organisation.
2. The Office of the Refugee Commissioner shall retain 15% of the monies due to the supplier. This sum will be held as a guarantee against latent defects up to two (2) months after the certified date of delivery of the product.

OTHER CONDITIONS

G.10 The attached "General Conditions of Contract for the Execution of Works" and the attached "General Conditions Governing the Employment of Labour in Malta", in as far as they are not inconsistent with the above, shall also apply.

G.11 The Schedule of Quantities one (1) copy is to be deposited in the tender box as directed above by the stipulated time and date published in the Government gazette.

G.12 Bidders quoting on a delivered to store/site basis are to submit prices/rates inclusive of V.A.T, Customs Import Duty, Levy and any other charges or taxes, as applicable. Moreover the successful bidder shall be bound to conform in all respects with V.A.T legislation and regulations.

SPECIFICATIONS

S.1 The relative specifications are included in the Bill of Quantities sheets.

Tenderer details

Name of Tenderer _____ I.D. No. _____

Name of Company _____

Address _____ Tel. No. _____

_____ Mobile No. _____

_____ Fax No. _____

_____ e-mail _____

_____ Post Code _____

V.A.T. Registration No. _____

Police/Trading Licence No. _____ Valid up to _____

The total number of workers that I/We would require to complete the work under this tender within the stipulated time is: _____ n/a

Tenderer's Signature _____ Date _____

Note: The Department reserves the right to reject even the most advantageous offer.

BOND

(Applicable only to the successful tenderer, on request by the Organisation). Not applicable to tenders not exceeding €9,317.49 (Lm 4,000.00).

Ministry for Justice & Home Affairs
The Office of the Refugee Commissioner
St. Elmo
Valletta

In connection with the agreement entered into between yourself on behalf of the Malta Government and

.....
.....

(Name and Address of Contractor)

referred to as "the Contractor" as per the latter's tender dated and your
Acceptance (Ref.) of the

whereby the Contractor undertook to provide, supply, deliver to site/store, erect complete, hand over in working order and thereafter maintain * in accordance with the terms of Clause of the General Conditions the works/services as mentioned, enumerated or referred to in the Specifications and/or Bills of Quantities forming part of the tender documents, we hereby guarantee to pay you on demand a maximum sum of (amount in words and figures) (€) in case the obligations under the above mentioned agreement are not duly performed by the Contractor.

It is understood that this guarantee will become payable on your first demand and that 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 Government it is hereby specially 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 undertakings 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 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 for cancellation on utilization or expiry or in the event of the guarantee being no longer required.

.....
(Local Bank) Manager

.....
Accountant

I accept in their entirety the conditions set out above.

Contract* Delete where not applicable

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

1. The following conditions shall apply to all contracts entered into by the Maltese Government, the execution of which involves the employment of workers by the other party to the contract and expenditure of public funds of an amount exceeding €1165 being contracts for:
 - a) the construction, alteration, repair or demolition of public works;
 - b) the manufacture, assembly, handling or shipment of material, supplies or equipment; or
 - c) the performance or supply of services.
2. The wages, hours of work and other conditions of labour of workers employed by a contractor shall be not less favourable than those established for work of the same character:
 - a) by national laws and regulations as modified by collective agreement or other recognised machinery of negotiation between employers and workers representatives respectively of substantial proportions of employers and workers in the trade or industry concerned or by voluntary settlement or arbitration award under the Industrial Relations Act affecting such employers and workers; or
 - b) failing such modifications described in (a) by the laws and regulations as modified by the general level observed by the employers in the trade or industry in which the contractor is engaged; or
 - c) failing the applicability of (a) and (b), then by collective agreements, voluntary settlement or arbitration award, or by the general level in the trade or industry.
3. On the tendering for the Government contracts, the contractor shall certify that to the best of his knowledge and belief the wages, hours, of work and conditions of labour of workers employed by him in the trade or industry in which he is offering himself as a contractor are fair and reasonable having regard to the provisions of condition 2 above.
4. Any difference or dispute arising as to what wages ought to be paid, or what hours or other working conditions ought to be observed in accordance with the requirements of condition 2 shall, if not otherwise disposed of, be referred to the Industrial Tribunal for settlement by it.
5. The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by the workers in and about the execution of the contract, and he shall be bound, whenever required, to produce such wages books and time sheets for the inspection of any person authorised by the Head of Department concerned or by the Head of the Department of Labour and Emigration.
6. The Contractor shall also, when required to do so furnish to the Department concerned or to the Department of Labour and Emigration such further detailed information and evidence as the Head of the Department may deem necessary in order to be satisfied that these conditions have been complied with.
7. (1) A contractor shall not be entitled to payments of any money which would otherwise be payable under the terms of the contract in respect of the work and labour performed in the execution of the contract unless and until he shall have filed a statement, certified by him to be correct, showing:
 - a) the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
 - b) whether any wages in respect of the said work and labour remain in arrears; and
 - c) that all the labour conditions of the contract have been complied with.(2) Where the works carried out by the Contractor extend over a period of six months or more, the contractor shall file such a statement every six months, even where he shall be entitled to payment only when the works have been completed.
8. If any worker employed in the execution of the contract files a claim in the Department of Labour and Emigration that any payment in respect of wages due to him has not been made, the Director of Labour and Emigration may if the claim is proved to his satisfaction and if the contractor fails to pay, arrange for the payment of such claim out of the monies at any time payable to the contractor under the said contract and the amount so paid shall be deemed a payment under the contract.
9. Any contractor who contravenes these conditions shall not be allowed to tender for Government contracts for such period as the Government may determine.
10. Contractors shall recognise the freedom of their workers to be members of registered trade unions.
11. It shall not be lawful for the contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government, therefor, to any person or persons whomsoever, without the written consent of the Government.
12. The contractor shall be held responsible for compliance with these conditions by sub-contractors, or by assignees of contracts on whose behalf application is made by the contractor in terms of the preceding paragraph of these conditions. The limit of €1165 shall not apply to sub-contractors and assignees of contracts.
13. These conditions shall not apply to employees of contractors occupying positions of management, or of a technical, professional or scientific character who do not ordinarily perform manual work.

GENERAL CONDITIONS OF CONTRACT FOR THE EXECUTION OF WORKS IN MALTA

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

and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such

variations shall be taken into account in ascertaining the final amount of the contract sum.

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

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

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

 - i) by the Contractor to the Head of Department of his intention to claim any extra payment, or
 - ii) by the Head of Department to the Contractor of Government's intention to fix a rate or price as the case may be.
7. In the event of additions being made, or for any other valid reason, the Government may, if it thinks it necessary, extend the time for delivery or completion for such period as it may consider reasonable and proper. The Contractor shall be informed in writing of any such extension.
8. Should there be any discrepancy between the contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department for an explanation and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The Contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.

10. Before proceeding to execute any work, the Contractor shall obtain the Inspector's or the Head of Department's approval of the manner in which the Contractor proposes to execute each portion of the work, and shall furnish such drawings or information as the Inspector or the Head of Department shall require.
11. The Contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Head of Department.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Inspector or the Head of Department shall require.
13. The Inspector or the Head of Department may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect without giving previous notice, the entire work or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, he shall also have power subject to clauses 3, 4 and 5, above to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the Contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Head of Department explaining the cause of delay.
15. The contract time for delivery shall be the period or periods named in the Letter of Acceptance of tender and shall be reckoned from the date of receipt of the said letter or from the date of the order to start work whichever may be applicable. Provided that any written order to start work shall be issued not later than six (6) weeks from the date of the Letter of Acceptance.
16. Any drawings, tracings, descriptions or other literature specified must be furnished by the Contractor with the first consignment of the work to which they refer, and payment will not be made by the Accountant General until such drawings, tracings, descriptions or other literature have been furnished to the satisfaction of the Inspector or the Head of Department.
17. It shall not be lawful for the Contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government therefor, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Government.
18. When any materials to be supplied by the Contractor for the execution of the contract work require to be weighed, the weighing shall be done by a public weigher attached to the Customs Department at the contractor's expense and at such place or places as shall be fixed by the Head of Department.
19. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.
20. Payment will be made by the Treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 32, within a reasonable time after due completion of the works to the satisfaction of the Head of Department. Payment will be subject to any deductions to which the Contractor may have become liable under this contract.
21. If the work is not completed and delivered within the time specified in the contract, the Contractor shall be liable to a penalty as indicated in the conditions of contract. Provided that the Government may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided. Delays in the supply of materials to the Contractor will not be admitted as a ground for remission or deduction of penalty, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers, suppliers or vendors of such materials. Provided that in the latter event and unless the Contractor within six (6) weeks from the date of delivery of the materials to site, resumes supplies of such materials as provided for in these conditions. Government without prejudice to its rights under Clause 21, 23 and 24 hereof, shall be entitled to hold the Contractor responsible for damages incurred by Government as a result of the delays referred to in these conditions.
22. In the event of any difference of opinion arising between the Head of Department and the Contractor, the dispute shall be referred to a committee composed of the unofficial members of the Contracts Committee, whose decision shall be final and binding. Provided also that such members of this committee shall in no way, directly or indirectly, have any interest in the contract in question.
23. a) Should the Contractor from any cause whatever, become unable or fail to carry on the contract with efficiency; or should he not progress with the work in the manner intended by the contract, or not have the work ready for delivery in conformity with the terms of the contract; or should his preparations for commencement and his subsequent rate of progress be so slow, from any cause whatever, that, in the opinion of the Head of Department he will be unable to complete and deliver the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Head of Department or in any other respect act contrary to the terms of the contract, then the Government shall have the power to declare the contract at an end, and the Contractor shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum leviable under the conditions of the contract. When the work is tendered for in a lump sum, the portion of the work that shall have been actually delivered at the date of such declaration will be valued by the Head of Department which valuation after being approved by the Government, and subject to any deduction leviable under the conditions of the contract, shall be final.
b) The Contractor, shall, in addition, be liable to pay to the Government, or the Government shall be entitled to further deduct the value of any expense, loss or damage (including any difference between the contract price of the work to be done, under the contract, or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid, and the price which the Government may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Government may be put to or sustain by reason of, or in connection with the Contractor's breach of contract.
24. Should the Contractor abandon the work he will forfeit the Bond (Bank Guarantee). If there is a hypothec as stipulated in clause 33 in the name of the Contractor the amount of the hypothec shall however be reduced to one-fourth of the total value of contract. The work may be considered to have been abandoned if the Contractor fails to commence it within 3 working days from the date of the acceptance of tender or from the order to start work or if he stops work for 3 consecutive working days without previously obtaining permission from the Head of Department.
25. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the Contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The Contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the Contractor should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more

- of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the Contractor's progress fail below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the Contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the Contractor may have incurred for slow monthly progress.
26. The Contractor shall surround any excavations which may be made in any public thoroughfare in connection with this contract, with such protection and shall light the same at night in such a manner and with such lamps, as the Head of Department shall direct. The Contractor shall further fulfil all the obligations imposed by Art. 19 of the Police Laws.
 27. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment of work or part thereof, which in his opinion does not possess the qualities or does not conform to the standard required under the contract and to obtain it elsewhere, or have it replaced at any price, and on Contractor's account, should the latter fail to replace the articles or the work rejected within the time allowed for the purpose by the Head of Department.
 28. Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition 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 or the sum of Lm10, whichever is the greater unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
 29. The Government is not bound to accept the lowest or any tender.
 30. **The Government reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers**
 31. The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
 32. The Contractor shall within seven days in the case of a local contractor, (15 days in the case of an overseas contractor) - such periods to commence from the date of the Letter of Acceptance - furnish the Bond (Bank Guarantee) by a local Bank referred to in the form of tender amounting to 10% or 15% according to the value of the contract.
 33. Where contracts for construction works only are involved, the Contractor shall, in addition to the Bond (Bank Guarantee) referred to at clause 32, be required to hypothecate all his property in general for not less than one half (50%) of the value of the contract, subject to the Government being satisfied that the Contractor enjoys a legal title over property of a corresponding amount.
 34. Notwithstanding anything contained herein or in the notice for tender or in the form of tender, if a tenderer happens to be a statutory body having a distinct legal personality and if a contract is awarded to such body, a Bank Guarantee will not be required and the provisions of all clauses relating to the submission of a Bank Guarantee shall not apply but the said body shall bind itself to indemnify the Government against any failure on the part of such body to comply with any of the conditions of the tender.
 35. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF MATERIALS AND OTHER ARTICLES

1. In these conditions and in any specifications or special conditions annexed hereto:
 - (a) the word 'Government' shall mean the Government of Malta;
 - (b) the word 'Inspector' shall mean the engineer or other person or persons appointed by Government to inspect the work when the Government decides to have inspection;
 - (c) the words 'Head of Department' shall mean the Head of Government Department in Malta - by whom or on whose behalf the tender is being issued;
 - (d) the words Director of Contracts shall mean the Director of Contracts of the Government of Malta;
 - (e) the word 'contractor' shall mean person or persons whose tender for the work referred to shall be accepted by the Government;
 - (f) the word 'work' shall mean articles of every description and materials of every kind in every stage of their preparation;
 - (g) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution.
2. Local tenderers, including the accredited local agents of overseas firms, are required to quote prices covering the total cost delivered to store/site inclusive of VAT, Customs Duty and if any. Overseas tenderers who have no local agent are required to quote CIF prices on liner terms. All local and overseas tenderers, including the accredited agents of overseas firms, shall have the option of quoting either in Maltese currency or else in Euro, Sterling, and U.S. Dollars. Quotations in other currencies may be considered.

Clause 2(a) When local tenderers opt to quote in foreign currency they should, when submitting their offer, specify whether they would prefer to be paid either at the rate of exchange ruling on date of delivery or against presentation of the necessary documentary evidence from their bank showing the date and rate at which they transferred monies in respect of the relative Contracts to their principals abroad. If tenderers fail to specify their preference beforehand, payment would then be made at the rate of exchange obtaining on delivery date.
3. The contractor shall indemnify the Government against all claims at any time on account of patent rights of royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Government in respect of which the contractor is liable under this condition, the contractor shall be notified thereof and may at his own expense conduct any litigation that may arise there from, or any negotiations for settlement.
4. The Government shall have the power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.
5. The contractor shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Inspector or the Head of Department shall have certified in writing that the claim is reasonable and proper.
6. The Head of Department shall have power to order reasonable additions to, or deductions from the work, measurements, quantities, or weights specified, and such additions or deductions shall be allowed for at the contract rates. Such variations shall be sent in the form of written orders to the contractor.
7. In the event of additions being made, the Government may, if it considers it necessary, extend the time for delivery for such period as it may deem reasonable and proper. The contractor shall be informed in writing of any such extension and shall signify his agreement thereto as appropriate.
8. Should there be any discrepancy between the contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department for any explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.
10. Before proceeding to execute any work, the contractor shall obtain the Inspector's or the Head of Department's approval of the manner in which the contractor proposes to execute each portion of the works, and shall furnish such drawings or information as the Inspector or the Head of Department shall require.
11. The contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Head of Department.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree

of finish such as the Inspector or the Head of Department shall require.

13. The Inspector or the Head of Department may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Head of Department explaining the cause of the delay.
15. The contract time for delivery shall be the period or periods named in the letter of acceptance of tender, and shall be reckoned from the date of the receipt of the said letter.
16. Any drawings, tracings or descriptions specified must be furnished by the contractor with the first consignment of the work to which they refer, and payment will not be made by the Accountant General until such drawings, tracings, or descriptions have been furnished to the satisfaction of the Inspector of the Head of Department.
17. It shall not be lawful for the contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government therefore, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Government.
18. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.
19. Payment will be made by the Accountant General at the Treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 31 and within a reasonable time after delivery in Malta to the satisfaction of the Head of Department with the supply or service was rendered . Payment will be subject to any deduction to which the contractor may have become liable under this contract. In this regard, Contractors are to note that responsibility for payment rests with the Department to whom the goods are actually supplied and or works/services rendered. Queries in connection there with should be addressed to the Head of Department where delivery was effected.
20.
 - (a) The work shall be delivered to store or site of works, at Malta, all charges paid, including VAT, Customs Import Duty and insurance. The contractor shall be responsible for all damages or loss in transit from the contractor's works to the store or site of works at Malta, and shall replace, free of cost, all materials that may be broken, damaged or lost in transit as aforesaid.
 - (b) Delivery to site or store shall not apply in the case of overseas tenderers referred to in condition (2) above.
 - (c) Customs Import Duty and VAT, shall NOT be refunded.
21. Failure to deliver within the contract time shall, in addition to any other liabilities incurred by contractor under this contract, render the contractor liable by way of penalty to a deduction from the contract sum of 1 per cent per week on the value of any work which may be in arrear, unless the Head of Department is of opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the contractor, in which case the Government shall decide the extent, if any, to which deduction shall be remitted. Delays in the supply of materials to the contractor will not be admitted as a ground for the remission of deductions, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials. Provided that in the latter event, and unless the contractor within six (6) weeks from the due date of delivery, resumes supplies as provided for in these conditions, Government without prejudice to its rights under conditions 22 and 23 hereof, shall be entitled to hold the contractor responsible for damages incurred by Government as a result of the delays referred to in this condition.
22. Should the contractor fail to effect delivery in whole or in part, within one month from the expiration of the period stipulated in the contract without the previous permission of the Director of Contracts or the Head of Department concerned in the case of a contract awarded by the Head of Department the contract shall be deemed to have been abandoned in which case the contractor shall be liable to pay a penalty of 10% of the value of the undelivered goods calculated on the basis of the contract sum in addition to any compensation which may be due for damages.
23. Late delivery or failure to effect delivery shall at any time entitle the Government to dissolve 'ipso jure' the

contract and, in case of such dissolution, the liquidated damages which shall never exceed the full value of the contract shall be computed up to the date of the communication to the contractor of the Government's decision to terminate the contract.

24. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The contractor shall be considered to in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the contractor should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the contractor's progress fall below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the contractor may have incurred for slow monthly progress.
25. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment or part thereof, which in his opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and on contractor's account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Head of Department.
26. The name and address of the manufacturer and the country where the goods will be manufactured shall be furnished. Failure to give this information may involve non-consideration of the tender. Full specifications of the product offered shall be submitted.
27. Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any conditions there under and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of contract or the sum of €23.30 whichever is the greater, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
28. The Government is not bound to accept the lowest or any tender.
29. **The Government reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.**
30. The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
31. The contractor shall within 7 days in the case of a local contractor, (15 days in the case of an overseas contractor) - such periods to commence from the date of the Letter of Acceptance - furnish the Bank Guarantee by a local Bank referred to in the form of tender amounting to 10% or as may be specified in the special conditions of any call for tenders.
32. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the Laws for the time being in force in Malta. Notwithstanding any other agreement or condition to contrary, in case of any disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.

PRINTERS AND PHOTOCOPIERS FOR THE OFFICE OF THE REFUGEE COMMISSIONER

LEASING OF EQUIPMENT - LOT 1

BILL OF QUANTITY

LOT 1 ITEM 1

Item Number	Item	Leasing Period	Specifications	Qty.
1	Leasing of a heavy duty monochrome (black & white) photocopier A3 Multifunctional Printer	18 months		1
			Automatic reverse Document Feeder	
			Network Card	
			High Cabinet on Castors	
			Extra Paper Tray	
			Duplex(double sided copying)	
		Copying size	A5 –A3	
		Zoom function	25 – 400 percent	

BILL OF QUANTITY

LOT 1 ITEM 2

Item Number	Item	Leasing Period	Specifications	Qty.
		18 months		
2	Coloured photo copier A4 Multifunction Printer	Memory Capacity	64MB or 128MB standard memory expandable up to 640 MB	1
		Print Speed	Up to 20ppm Colour and Mono	
		Resolution	Up to 2,400 x 600DPI print resolution	
		Paper tray	Up to 250 sheets standard paper capacity	
			50 sheet MP tray	
		Copy selector	Up to 99 copies	
		Stack and sort	Multiple copied document	
		Reduction and enlargement ratio	Reduce and enlarge document from 25 to 400 percent using 1 percent increment	
		Supplies	4 independent colours	
			Separate drum and toner	
		Scanning	The scanning resolution should not be less then 19,200 x 19,200 whilst it can do the following; Scan to email OCR Image FTP or file with the very latest easy to use scanning software	
		Network	Integrated 10/100 Base/TX Ethernet IPv4 and IPv6 support	

PURCHASING OF EQUIPMENT - LOT 2

BILL OF QUANTITY

LOT 2	ITEM 1			
Item Number	Item		Specifications	Qty.
3	Printers		Duplex Printing	6
			Network ready	
		Print speed	A4; From 30 pages per minutes upwards	
		Processor	300 MHz	
			Interface hi-Speed USB 2.0, IEEE 1284 Parallel	
		Network	Ethernet 10/100 TX	
		Supply/accessories	Drum and separate toner	
		Paper input	2 x 250 sheet standard paper tray	
			50 sheet multi purpose tray	
		Protocol	IPv4 IPv6 support	
		Guarantee	5 years Warranty	

PURCHASING OF EQUIPMENT - LOT 2

BILL OF QUANTITY

LOT 2	ITEM 2			
4	Purchase of 2 Multifunctional A4 Printers		Print speed Up to 18 pages per minute	2
			Colour Scanning resolution 19,200 X 19,200	
		Scan	to email/ OCR/image/file	
		Fax	Send and receive faxes from PC	
			Transmit up to 400 pages	
			Speed and Group Dial; Up TO 200 speed locations and up to 8 groups.	
			Machine must contain document feeder	
		Guarantee	5 years warranty	

Submission Form

Document 'B'

<p>From:</p> <p>Supplier:</p>

Tender Control	
Project Code	09/04
Date	

Supply of Hardware

Qty	Description of Product including Model Number	Brand	Warranty	Unit Price	Delivered Price inc VAT in Euro
	Equipment for Refugee Commission				
	Leasing of 1 heavy duty black & White photocopier A3 Multifunctional Printer				
	Leasing of 1 coloured photocopier A4 Multifunctional Printer				
	Purchase of 6 printers				
	Purchase of 2 Fax+printer+copier+scanner 2 Multifunctional A4 Printers				

Maintenance and Support	Hourly Rate inc. VAT
Hourly rate for support (during normal working hours (08.00 to 17.00))	
Hourly rate for support (Weekdays, outside normal working hours and Saturdays)	
Hourly rate for support on Sundays and Public Holidays	