

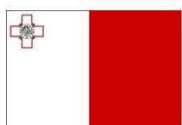
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**CFQ FOR THE SUPPLY AND INSTALLATION OF VINYL SHEET FLOORING
FOR THE CULTURAL AND RELIGIOUS TOURISM EXPERIENCE WITHIN
ST.DOMINIC'S PRIORY IN RABAT**

Date Published: 21 September 2019

Deadline for Submission: 2 October 2019 at 09:30am
CET/CEST

Quotation Opening: 2 October 2019 at 10:00am
CET/CEST



Operational Programme I – European Structural and Investment Funds 2014-2020
"Fostering a competitive and sustainable economy to meet our challenges"
Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union Funds; 20% National Funds



 Please consider your environmental responsibility before printing.

Humanitas Foundation c/o St Dominic Priory

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# SECTION 1 - INSTRUCTIONS TO ECONOMIC OPERATORS

## 1. General Instructions

- 1.1 In submitting a quotation, the Economic Operator accepts in full and in its entirety, the content of this quotation document, including any subsequent Clarifications issued by the Contracting Authority (CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the quotation is waived. Economic Operators are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this document. No account can be taken of any reservation in the quotation in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the offer not being considered any further.

**Prospective bidders must submit their offer by depositing it in the tender box, located at Humanitas Foundation, c/o St. Dominic Priory, St Dominic Square, Rabat.**

Prospective bidders take full responsibility to submit their offer by the set tender deadline. CfQ reference number and tender title must be clearly indicated on the sealed bid.

Prospective bidders are reminded that when submitting more than one option for a particular quotation, they should submit multiple quotations. Prospective bidders are reminded to follow the instructions provided below. The Contracting Authority will disqualify Economic Operators who do not abide by the above instructions.

### Submission of Financial Offer

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

**Note:**

Where in this document a standard is bidder, 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 bidder are equivalent to the standards requested by the Contracting Authority.

- 1.2 The subject of this quotation is the supply and installation of the following:
- Vinyl sheet flooring
- 1.3 The place of acceptance of the required items shall be St Dominic Priory in Rabat, the time-limits for the execution of the contract shall be 45 days, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 The Contracting Authority for this quotation is the Humanitas Foundation.

## 2. Time Table

|                                                                                                                                                                          | DATE              | TIME  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------|
| Deadline for request for any additional information from the NGO<br><b>Clarification requests should be addressed to: NGOs e-mail address</b>                            | 25 September 2019 | 23:00 |
| Last date on which additional information can be issued by the NGO                                                                                                       | 29 September 2019 | 23:00 |
| Deadline for submission of quotations/quotation opening session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs) | 2 October 2019    | 09:30 |

\* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable

## 3. Variant Solutions

- 3.1 Variant solutions cannot be applied for quotations.

## 4. Financing

- 4.1 The project is part-financed by the European Union/Government of Malta, in accordance with the rules of European Regional Development Fund Operational Programme 1 - European Structural and Investment Funds 2014-2020.

## 5. Selection and Award Requirements

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

### (A) Eligibility Criteria - information to be submitted through the forms provided. <sup>(Note 2)</sup>

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering on the form provided.
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment.

### (B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the forms provided. <sup>(Note 2)</sup>

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning Selection Criteria (not applicable for this CfQ)

### (C) Technical Specifications

- (i) Bidder's Technical Offer in response to the specifications <sup>(Note 3)</sup>
- (ii) Literature as per Form marked 'Literature List' <sup>(Note 2)</sup>
- (iii) Samples of the proposed vinyl sheets (both colours) <sup>(Note 2)</sup>

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

- (i) The Quotation Form and Bidder's Declaration are to be completed and submitted with the offer <sup>(Note 3)</sup>
- (ii) A Financial Plan - A financial offer calculated on the basis of Grand Total for the supplies tendered. <sup>(Note 3)</sup>

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the Quotation Form and Bidder's Declaration, unless there are any 'arithmetical corrections', the latter shall prevail.

#### **Notes to Clause 4:**

1. *Not applicable for quotations.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectifications are free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

#### **6. Tender Guarantee (Bid Bond)**

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

#### **7. Criteria for Award**

- 7.1 The sole award criterion will be the price. The contract will be awarded to the bidder submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

*Part IX of the Public Procurement Regulations: Appeals from decisions taken after the closing date for the submissions of an offer.*

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any bidder 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, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each bidder or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the bidder, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating bidders;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

## 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 and Language of the Contract*

- 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 3: Order of Precedence of Contract Documents*

- 3.1 The contract is made up of the following documents, in order of precedence:
- (a) the Contract;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications and design documentation;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the financial bid form (after arithmetical corrections)/breakdown;
  - (g) the tender declarations;
  - (h) any other documents forming part of the contract.

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

### *Article 4: Communications*

- 4.1 Further to what is stated in the General Conditions, any communication should be addressed to:

**Humanitas Foundation**

c/o St Dominic Priory,  
St Dominic Square,  
Rabat, RBT 2521, Malta  
Tel: 2145 4592; Email: humanitasmalta@gmail.com

Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language.

The Project Leader may issue instructions to the Contractor at any time. The Contractor shall only take instructions from the appointed Technical Consultant and/or the Representative both appointed by the Contracting Authority.

### *Article 7: Supply of Documents*

- 7.4 Not applicable.

### *Article 8: Assistance with Local Regulations*

- 8.3 The contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations.



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

9.6 Not Applicable

***Article 11: Performance Guarantee***

As per general conditions.

***Article 12: Insurance***

12.1 Not Applicable

***Article 14: Contractor's Drawings/Diagrams***

14.1 Not applicable.

14.7 Not applicable.

***Article 15: Tender Prices***

15.1 The contractor will ascertain that all the respective rates include double handling.

The Contractor shall be deemed to have taken into account in its quotation price all costs that are necessary to supply the required items.

***Article 16: Tax and Customs Arrangements***

16.1 Prices provided should be inclusive of duties and taxes, but exclusive of VAT.

***Article 17: Patents and Licenses***

17.1 Not Applicable

***Article 18: Commencement Order***

18.1 The Commencement Date for this contract shall be from the date of the order to commence with this assignment. The performance of the contract is to commence on order to start works. The order to start works will not be issued later than (1) month from the last date of signature shown on contract.

***Article 19: Period of Execution of Tasks***

19.1 The period of performance of this contract is 45 days form the Commencement indicated in the Order to Start Works.

***Article 22: Modification to the Contract***

22.1 Subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right to vary the quantities specified by a maximum of 15% of the contract value which would have become necessary for the purpose of achieving the scope of the contract.

22.11 The provisions provided for in Article 22.11 of the General Conditions shall not be applicable to this contract.

- 22.12 The provisions provided for in Article 22.11 of the General Conditions shall not be applicable to this contract.
- 22.13 The bidder cannot change the brand of the material that he has proposed during the implementation of the contract without written authorization of the Supervisor.

**Article 25: Inspection and Testing**

- 25.2 The goods will be delivered to St Dominic's Priory in Rabat and will be inspected upon delivery and tested upon installation.

**Article 26: Methods of Payment**

- 26.1 Payments will be made in Euro.

- 26.3 As per General Conditions

| Payment Schedule      |                                                                                                            |                           |
|-----------------------|------------------------------------------------------------------------------------------------------------|---------------------------|
|                       |                                                                                                            |                           |
| Pre-financing Payment | As per details provided in section 26.5A below                                                             | 40% of Contract Value     |
| Interim payment       | After delivery and confirmation of the supplies at the indicated address                                   | 25% of the Contract Value |
|                       | After the installation of the supplies at the indicated address, following certification by the Supervisor | 35% of the Contract Value |

- 26.5A The pre-financing should be supported by a pre-financing guarantee, which shall be released at the point of delivery and confirmation of the items requested.

**Article 28: Delayed Payments**

- 28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

- 28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

***Article 29: Delivery***

- 29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.2 The packaging of the items supplied must be secure and items are to be insured for all risks until handed over.
- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.

***Article 32: Warranty***

- 32.1 This warranty on material and installation work should be at least 2 years, excluding fair wear and tear, shall remain valid for 2 years after the installation of the items supplied.

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

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

***Article 41: Dispute Settlement by Litigation***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a national court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

## Section 4: TECHNICAL SPECIFICATIONS

### 4.1 Introduction

The Humanitas Foundation is investing in the setting up a cultural and religious experience, including an ecclesiastical museum within the Priory located in Rabat. The aim is to provide visitors with a unique experience portraying the historical and cultural values of the Dominican Fathers. This will encompass a display of historical ecclesiastical artefacts that are owned by the Dominican Community in Malta, the development of an audio-visual centre, and the creation of space for deeper insights for religious tourists.

As part of the project, the Foundation is seeking suppliers who can provide and install vinyl sheet flooring for its audio-visual room and museum room in line with the specifications provided in this document.

### 4.2 Type of flooring

Homogenous or heterogenous vinyl sheet which provides impact sound reduction of at least 15dB.

### 4.3 Format

Tiles or Roll

### 4.4 Colour and Quantities

- Item A: Audio Visual Room (area of the room: circa 76m<sup>2</sup>) - charcoal grey
- Item B: Museum (area of the room: circa 83m<sup>2</sup>) - dark charcoal grey

### 4.5 Preparation

Existing paving is to be treated with a primer and a heavy-duty self-levelling underlayment, both of which are to be specified by the vinyl tile manufacturer. Application of all materials must comply with the manufacturer's specifications.

### 4.6 Installation

The vinyl flooring will be laid to a pattern which will be specified by the project architect, based on the tile or roll sizes available from the relevant supplier. All joints must be tight, neat and flush. Where vinyl is to be laid on top of an electrical floor box with an opening panel, the vinyl will be cut neatly to match the size and shape of the opening panel and allow the panel to be opened. The contractor must use appropriate adhesives specified by the vinyl tile or roll manufacturer for the relevant substrate. Application of all materials must comply with the manufacturer's specifications.

### 4.7 Measurement

Areas given under Section 4.4 are actual floor area and does not provide for any wastage. Plans of the rooms where the flooring is going to be installed is being provided as part of this tender document. It is the responsibility of the supplier to allow for any wastage in its offer.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

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

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

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

It is important to note that since this call for quotations is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.