

**Tender Number SJC/2014/08**

### **DEPARTMENT NOTICE**

Sealed tenders will be received at the Management Office, St James Cavalier Centre for Creativity, Valletta, up to 11.00am on Thursday 15 January 2015 for Provision of Security Guard Services (Security Services) at the *Fondazzjoni Centru Ghall-Kreattivita`* premises.

No Tender shall be considered unless:

(a) it is received at the Management Office, St James Cavalier Centre for Creativity, Valletta, on or before the date and hour fixed above;

(b) it is made on the prescribed form which contains the conditions of contract;

(c)(i) in the case of a Limited Liability Company, it is signed by a person or persons duly authorized to act on behalf of the Company;

(ii) in all other cases it is signed by the party tendering;

(d) the postal address, telephone number and age of the tenderer (where applicable) are to be stated in the tender.

The successful tenderer shall, where the conditions for tender so specify, call to sign the contract where and when required to do so. The contract fees shall be borne by the successful tenderer. The tenderer whose officer is accepted shall incur a penalty equal to ten per cent of the estimated value of the contract should he fail to call either personally or by proxy to sign the contract for two consecutive times when requested to do so. Moreover, if the said tenderer fails to furnish information and/or documents necessary for the drawing up of the contract, this shall be construed as unwillingness from the part of the tenderer to sign the penalty aforesaid. This notwithstanding, the said tenderer shall remain responsible to carry out his obligations governing the contract and shall be subject to the penalties specified in those conditions although a formal contract was not executed.

Tenderers shall not retract or withdraw their tenders for the period specified in the relative Form of Tender. During this period, which shall commence from the date of expiration of the time fixed for the presentation of tenders, the tenders shall remain binding and may be accepted at any time.

The *Fondazzjoni* reserves the right to accept or reject, wholly or in part, any of the tenders received or to divide the service among two or more contractors.

The contract shall run of period of 3 years (36 months) commencing on the signing of the contract by both parties. However the *Fondazzjoni Centru Ghall-Kreattivita`* reserves the

option to extend the hire period by another year (12 months) on termination on the same terms and conditions.

Form of Tender and any further information regarding the conditions of the contract, may be obtained from the St James Cavalier Centre for Creativity's website: [www.sjcav.org](http://www.sjcav.org) or email: [info@sjcav.org](mailto:info@sjcav.org)

RUPERT CEFAI  
Chairman

CARMEN CALLUS  
Operations Manager

**SJC FILE NUMBER: SJC/2014/08**

**DEPARTMENT: FONDAZZJONI CENTRU GHALL-KREATTIVITA`**

**TENDER FOR THE PROVISION OF SECURITY GUARD SERVICES AT THE  
FONDAZZJONI CENTRU GHALL-KREATTIVITA` PREMISES**

**Date Published: Friday 28 November 2014**

**Deadline for Submission: Thursday 15 January 2015**

**Tender Opening: Thursday 15 January 2015 at 11am (CET)**

**Participation is free**

**Important:**

**No Bid Bond is requested for this tender**

**Clarifications shall be uploaded and will be available to view/download from [www.sjcav.org](http://www.sjcav.org)**

**Tender for the Provision of Security Guard Services at the  
Fondazzjoni Centru Ghall-Kreattività` Premises**

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## SECTION 1 – INSTRUCTIONS TO TENDERERS

### 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.

1.2 This subject of this tender is the provision of security guard services at the *Fondazzjoni Centru Ghall-Kreattivita`* premises.

1.3 This is unit-price contract.

1.4 This call for tenders is being issued under an open procedure.

### 2. *Timetable*

	<b>DATE</b>	<b>TIME</b>
Clarification Meeting /Site Visit	<b>Tuesday 9 December 2014</b>	<b>Noon (12pm)</b>
Deadline for request for any additional from the <i>Fondazzjoni Centru Ghall-Kreattivita`</i> Deadline for submission of tenders / Tender Opening Session	<b>10 calendar days before deadline for submission of tender</b>  <b>As indicated in the Government Gazette</b>	<b>Not Applicable</b>  <b>11:00am</b>
* All times Central European Time (CET)		

### 3. *Lots*

3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

### 4. *Variant Solutions*

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

## 5. *Financing*

5.1 The project is financed from local budget funds.

## 6. *Clarification/Meeting/Site Visit*

6.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at St James Cavalier Centre for Creativity, Valletta to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting.

## 7. *Selection and Award Requirements*

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

### (A) Eligibility Criteria

- (i) No Bid Bond is required
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 1.6 dated 26 April 2013 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt))
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on conditions of Employment in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement of Conditions of employment in tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services.
- (v) Power of Attorney (if applicable)
- (vi) Data on Joint Venture/Consortium (if applicable) <sup>(Form 2)</sup>
- (vii) Sub-contracted <sup>(Form 3)</sup>

### (B) Selection Criteria

#### Financial and Economic Standing

- (i) No evidence of financial and economic standing is required

#### Proof of Technical Capacity

- (ii) Meet the following minimum requirements:
  - (1) List of principal services (as per Form marked Experience as Contractor) of a similar nature being the provision of security guard services, to substantiate (2 and 3) below <sup>(Form 3)</sup>
  - (2) State the value of services of a similar nature being security guards service, as described above effected during the last (3) three years (being 2010-2013); the minimum value of which must not be less than €135,000 in total for the quoted period. This information is to be submitted.
  - (3) A list of the current complement of security guards employed full time proposed for the execution of the contract as per form "Overview if Tenderer's Personnel". This list is to be corroborated

and supported by a document issued by the Malta Employment and Training Corporation (ETC) or equivalent.

Public officers and employees of government agencies and government entities of the beneficiary country cannot be recruited as experts.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CV's or key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

- (4) A copy of the relevant license and permits as required by the Laws of Malta that enables the tenderer to fulfil the scope of this contract, to be submitted online through the prescribed tender response format and by using the Tender Preparation Tool Provided.
- (5) No sub-contracting is allowed.

#### (C) Technical Specifications

- (i) Tenderer's Organisation and Methodology in response to the Terms of Reference to be submitted through the prescribed tender Response Format and by using the Tender Preparation Tool provided.
- (ii) A filled-in copy of the Terms of Reference Response Format, through which the tenderer is to confirm adherence to all requirements thereto, to be submitted through the prescribed Tender Response format any by using the Tender Preparation Tool provided.

#### (D) Financial Offer

- (i) A filled-in Financial Bid Form (as per document available)
- (ii) A filled-in financial Bid Form/Bill of Quantities (as per document available)

**Notes to Clause 7.1:**

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.

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

8.1 No tender guarantee (bid bond) is required.

### **9. Criteria for Award**

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

## **SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS**

### ***Procedure for the Submission of Appeals – regulation 84 of the Public Procurement Regulations***

The procedure for the submission of appeals is stipulated I 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 ejection of the tender s 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 whole tender prior to publication of if the tender is divided into lots according to the estimated of the tender for each lot 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 contracting 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.

## 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: Notices and Written Communications**

- 2.2 The format contact person for the Contracting authority shall be the Operations Manager, which may delegate authority to the Official who is in charge of all security matters at the *Fondazzjonit*. The Contractor shall at all times respect the Contracting Authority's preferred and/or established lines of communications.

### **Article 3: Assignment**

- 3.1– 4 Without prejudice for the content of article 3, the Contractor shall not be allowed to assign any of part of the services

### **Article 4: Sub-Contracting**

- 4.1 - 9 No Sub-contracting is allowed.

### **Article 5: Supply of Information**

- 5.1 Further to the provisions of the General Conditions, the Contracting authority shall provide to the Contractor details of all of the relevant Operational Policies and Procedures in force at the *Fondazzjoni*.

### **5.2 Article 6: Assistance with Local Regulations**

- 6.1 As per General Conditions.

### **Article 7: Obligations of the Contractor**

- 7.8 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Contracting authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the estimated yearly contract sum, including any amounts stipulated in addenda to the contract. The performance guarantee shall be in the format available to download from [www.contracts.gov.mt/tenders](http://www.contracts.gov.mt/tenders) and shall be provided in the form of a bank guarantee.

### **Article 10: Administrative and financial penalties**

- 10.3 Further to the provisions of the General Conditions, the following penalties, in instances of absences, that shall be deducted from any Contract payments that are either due or become due to the Contractor for, shall apply:

1. Each time the Contractor is found to be in default of the Contractor's resource levels obligation - €100 per incident.

2. Failure to immediately effect replacement of personnel and/or direct management staff as paragraph 4.2.1 above - €100 per incident.

3. Any unlawful, riotous or disorderly conduct by any of the Contractor's personnel against or amongst the Contracting Authority's staff or the general public - €100 per incident.

4. Failure to attend, investigate and effectively remedy any complaint made against the Contractor's personnel within a maximum of 2 (two) calendar days from issue of such complaint from the *Fondazzjoni Centru Ghall-Kreattivita`* Management - €50 per incident.

5. Failure to abide by the Client's policies and directives including but not restricted to those relating to parking, uniforms, smoking policy, slovenly appearance, use of mobile phones/IT equipment, security, safety, fire prevention and control, and environmental protection - €50 per incident.

**6. The Contractor will be held fully responsible to make good at his own expense, or indemnify the Contracting Authority, for any damages caused or which resulted from any action which cannot be attributed by the Contractor to any particular person.**

In the event that the Contracting Authority considers that a deduction is to be made in respect of any of the above listed incidents, the Contractor shall be given written notification and relevant evidence to support its assertion for entitlement.

### **Article 13: Medical, Insurance and Security Arrangements**

13.3 Further to the provisions of the General Conditions, the Contractor/s shall insure against legal liability to third parties, in the joint names of the Client and the Contractor/s, for any loss, damage, death or bodily injury which may occur to any physical property or to any person, which may arise out of the performance of the Security Services as a consequence of negligence, breach of statutory duty, omission or default on the part of the Contractor/s, or any person for whom the Contractor/s is/re responsible, including, without limitation, the Contractors' personnel and any sub-Contractors.

### **Article 14: Intellectual and Industrial Property Rights**

14.3 All copyright in Documentary Material resulting from the Contractors' provision of the Services shall automatically vest in the Contracting Authority. Any such documentary material shall be handed to the Contracting Authority on termination of the contract.

### **Article 15: Scope of the Services**

15.1 The scope of the services is defined in Section 4 (Terms of Reference).

## **Article 16: Personnel and Equipment**

16.1 Further to the provisions of the General Conditions, the personnel employed on this contract shall comply with the parameters stipulated in Volume 3 (Terms of Reference).

All employees are to be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).

16.3 As per General Conditions

16.4 Further to the provisions of the General Conditions, the appointment of personnel shall be as per procedure, and relevant approvals, as stipulated in Volume 3 (Terms of Reference).

## **Article 18: Execution of the Contract**

18.1 The date for commencing performance shall be communicated in writing, and shall be within 15 days from the last date of the signing of the contract.

18.2 The contract shall run for a period of 3 years (36months) commencing on the signing of the contract. The *Fondazzjoni* reserves the option to extend the contract by another year (12) calendar months. During the execution of the contract, the only allowable amendments to the rates shall be any cost of living (COLA) adjustments sanctioned by the Government of Malta. No other rate revision shall be entertained.

## **Article 19: Delays in Execution**

19.2 The rate for liquidated damages shall be calculated on the hourly rate/per security guard employed as charged by another Contractor, to the Contracting Authority, to enable replacement of services being forfeited by the Contractor, until the contract is terminated and the Contracting Authority can enter into a new agreement with another contractor.

## **Article 20: Amendment of the Contract**

20.2 As per General Conditions.

## **Article 24: Interim and Final Progress Reports**

24.1 Without prejudice to the general condition, the reporting requirements are as specified in Section 4 (Terms of Reference).

## **Article 26: Payments and Interest on late Payment**

26.1 This is a unit-price contract.

Payments will be effected on a monthly basis, on the presentation of the relevant invoices by the Contractor.

26.2 The maximum period in which payments are to be effected is set at 30 days from receipt of claim for payment.

#### **Article 27: Pre-Financing Guarantee**

27.2 Not applicable.

#### **Article 28: Audit Certificate**

28.4 Not applicable.

#### **Article 30: Revision of prices**

30.1 Further to the provisions in the general condition:

- The prices quoted are fixed and not subject to revision or escalation in costs.
- However the contracted hourly rates as submitted in the tender bid will be increased by the Cost of Living Adjustment (COLA) as sanctioned by the Government of Malta.

No other requests for increases or extra payments will be considered.

Further Additional Clauses

#### **Article 39: Laws and Language of the Contract**

39.1 The law of Malta shall govern all matters not covered by the contract.

39.2 The language of the contract and of all written communications between the Contractor and the contracting Authority, the Central Government Authority and/or the Project Manager shall be English.

#### **Article 40: Confidentiality**

40.1 The contractor and his staff are not bound not to divulge any information obtained in any way whether directly, indirectly, accidentally or otherwise during the performance of their duties.

#### **Article 41: Conditions of Employment**

41.1 The Contractor shall fully understand and agree that f in the course of the duration of the contract, is charge before a court of criminal and civil jurisdiction or Tribunal with an alleged breach of any of the provisions of the Employment and Industrial Relations Act, The Occupational Health and Safety Authority Act, the Employment and Training Services Act or any of the provisions of their subsidiary legislation, (hereinafter referred to as 'labour laws').

- (a) The contract may, at the sole discretion of the *Fondazzjoni Centru Ghall-Kreattività* be suspended or terminated. No action for damages shall lie against the *Fondazzjoni Centru Ghall-Kreattività* and/or the Beneficiary with respect to any such suspension;
- (b) Where the contract has been suspended in accordance with (i) above, if the judicial decision becomes *res judicata* and the Contractor is found guilty of the charges brought against that person,
- (i) the contract shall be terminated with effect from the date of suspension of the contract, or from the date of the judicial decision, as appropriate, and no action for damages shall lie against the *Fondazzjoni Centru Ghall-Kreattività* and/or the Beneficiary with respect to such termination;
  - (ii) the *Fondazzjoni Centru Ghall-Kreattività* may, at its sole discretion, after giving one month's notice, either terminate any other contract which had already been awarded to the Contractor exact a financial penalty equivalent to up to 20% of the total value of the contract r contracts;
- (c) The person in whose favour the contract is awarded shall under all circumstances be responsible to ensure that all persons engaged to do work or to render services in terms of the awarded contract are aware of the penalties provided in this clause, which penalties are also applicable to them.

## SECTION 4 – TERMS OF REFERENCE

### 1. Background Information

#### 1.1 Beneficiary Country

Malta

#### 1.2 Contracting Authority/Entity

*Fondazzjoni Centru Ghall-Kreattivita`*

#### 1.3 Relevant Country Background

St James Cavalier Centre for Creativity, Valletta

The Mission Statement for St James Cavalier Centre for Creativity focuses on St James` role as a catalyst for the contemporary art scene in Malta, as well as its role as hub were people of all ages and from all walks of life an join in the enriching act or creativity.

Emphasising the need to foster aesthetic and cultural awareness among the younger generation and the socially and economically disadvantaged, the Mission Statement looks forward to offering an ongoing dialogue between the various artistic disciplines. It also recognises and stresses the contribution it can make to Malta's economic and social development.

### 2. Contract Objectives and expected Results

#### 2.1 Overall Objectives

The overall objectives of the project of this contract will be the provision of security guard services at the St James Cavalier Centre for Creativity, Valletta and any other premises falling under the responsibility of the *Fondazzjoni Centru Ghall-Kreattivita`* as may be required.

The Contractor will be expected to visit his personnel on site whilst on duty, on a regular basis (at least monthly).

The Contractor is to provide a service that offers a high visibility presence, the protection of staff and visitors, property and equipment.

The Contractor is expected to operate as requested by the Contracting Authority, and cover the working hours required, including Sunday and all Public and National holidays.

The Contractor is to provide the required quantity of suitably vetted, thoroughly and appropriately trained and experienced security personnel.

The contractor will be expected to provide replacement/substitute security guards to cover any leave, (vacation, sick, etc.), resignation or exoneration (on the part of the Contracting Authority) of its personnel. Any such replacement guards are expected to be competent and adequately trained, particularly where the operation of security equipment is concerned.

The Contractor`s employees must be in possession of CLEAN police conduct certificate.

The Contractor is responsible for ensuring that the employment of its security personnel is in accordance with current relative Maltese Legislation.

The Contracting Authority reserves the right to refuse any employee of the security Company from performing duties at the *Fondazzjoni Centru Ghall-Kreattivita`* premises, at any period of time during the period of the contract.

The Contractor is to fully and immediately comply with all directions and instructions that are issued either verbally or in writing by the Contracting Authority.

The responsibility for the health and safety of the Contractor's personnel shall remain with the Contractor.

The Contractor shall be responsible for ensuring that each member of the Contractor's staff are fully vetted, competent, trained and certified to carry out their particular tasks and demonstrate flexibility consistent with the exigencies of the Works.

### **3. Uniform & General Appearance**

3.1 The Contractor is to provide at his own cost the necessary uniforms for the intended service delivery.

- Every security personnel on duty at St James Cavalier Centre for Creativity, Valletta shall wear a full Company uniform which should be clean and smart at all times. An identification card is to worn on the chest.
- The uniform may have the Contractor's insignia.

### **4. Attitude**

4.1 It is essential that all security personnel and duty have a sense of responsibility, together with a positive attitude by:-

- Keeping himself/herself smart and active
- Projecting a pleasant personality and a helpful and cordially attitude towards people.

### **4.2 Working Hours**

For the purpose of this contract, the core business hours (Mondays-Sundays including Public Holidays) are construed to be from 06:00 till 24:00hrs (midnight) all year round.

Security guards may also be requested to work after midnight all year round.

The Contracting Authority may require detailing of additional security guards and this shall be communicated to the service provider in good time (normally two to three days beforehand).

## **5 Training**

5.2 The provision of Training

- The Contractor/s shall be responsible for ensuring that each member of his staff is fully competent, trained, experienced and certified to carry out their particular tasks and demonstrate flexibility consistent with the exigencies of the Contracting Authority.
- The successful Contractor/s will be responsible, at his/her own cost, for the delivery of regular refresher training courses to his/their staff/personnel in areas such as health and safety, first aid, fire fighting etc.
- The courses should be delivered by competent and knowledgeable lecturers/trainers, in their respective fields of expertise.
- No requests for payment or reimbursement for the cost of refreshers courses or for the cost of any other training for the contractors' employees will be entertained.

## **6. Attendance**

The Contracting Authority shall monitor the performance of the Contractor for attendance and punctuality of the contractor's employees.

All Security Guards details at St James Cavalier Centre for Creativity, Valletta are to register their arrival and departure to/from work by means of electronic registration (e.g. palm reading machine) as determined by management.

## SECTION 5 - TECHNICAL SPECIFICATIONS

### SECURITY REQUIREMENTS

Premises are situated at Castile Palace Square, Valletta and other places around the Maltese Island. Some of the premises are equipped with the most modern security systems. The security requirements include:

The provisions of guarding services on an eighteen (18) or twenty-four (24) hours based on seven (7) days a week.

Contractor will be required to provide extra security and other services on an “ad hoc” basis as the need arises from time to time.

Contractors are to confirm that the security officers detailed for the *Fondazzjoni Centru Ghall-Kreattivita`* premises have a valid Security licence.

### Guarding supervisions

The successful tenderer will be expected to visit his/her security officers whilst on duty on regular basis. Physical inspections shall be made by mobile supervisors who shall be in constant radio contact on an eighteen (18) or twenty-four (24) hours basis with the control base.

### OTHER INFORMATION REGARDING INTERAL SECURITY AND OTHER SERVICES

#### *Monitors*

The security officers' personnel are expected to carryout continuous monitoring of the closed circuit television system at St James Cavalier Centre for Creativity. The security system is operational on **24 hours** basis and is situated in the Security Room.

#### *Officers*

At all times to be fully aware of all exhibits and other items in the Centre; to ensure that the public in no way interferes or touches the exhibits; installations, etc; to politely intervene if any of the Centre's rules are being infringed; and to report immediately any missing exhibits or items once noticed.

Before closing time, the security personnel will be expected to ensure that all doors and windows are properly secured.

#### *Keys*

The security officers will be responsible for the keys held under their custody.

### ***Identity Card***

In addition to the uniform, all security officers are to wear a special Identity Card at all times while on duty.

### ***Driving Duties***

Security Officers may be required to drive a departmental car as when required. In this regard, such officers must have a valid driving licence, an insurance policy, paid by the contractor awarded this tender, to cover any accident involving, the car, the driver and third party.

**Form 2 – Data on Joint Venture/Consortium (Where applicable)**

1	Name	.....
2	Managing Board’s Contact Details	Address: ..... ..... Telephone: ..... Fax: ..... Email: .....
3	Agency in the state of the Contracting Authority, if any <i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>	Address: ..... ..... Telephone: ..... Fax: ..... Email: .....
4	Names of Partners	(i)..... (ii)..... (iii)..... (iv).....
5	Name of Lead Partner	.....
6	Agreement governing the formation of the Joint Venture/Consortium <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* * 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 - Sub-Contracting***

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

<b>Service/s intended to be sub-contracted</b>	<b>Name and details of sub-contractors</b>	<b>Value of sub-contracting as percentage of the total cost</b>	<b>Experience in similar services (details to be specified)</b>

Signature:.....

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

Date:.....

**Form 4 - List of Trained Personnel**  
**(IF APPLICABLE)**

Please indicate the personnel trained in... ..

Name and Surname	Designation	Qualifications	Employed from	Years of Experience

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

Date: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: *Fondazzjoni Centru Ghall-Kreattività`*

Project: Provision of Security Guard Services (Security Services) at the *Fondazzjoni Centru Ghall-Kreattività`* premises

Contract Number:.....

This contract is concluded between:

Fondazzjoni Centru Ghall-Kreattività`  
St James Cavalier  
Centre for Creativity  
Valletta VLT 1060  
Malta

(hereinafter called “Fondazzjoni”) on behalf on one part, and

[Name of Contractor]  
[Address]

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

Whereas the *Fondazzjoni Centru Ghall-Kreattività`* is desirous that certain supplies should be [supplied, manufactured, delivered, installed, commissioned, maintained, etc.] by the Contractor, viz.:

#### **TENDER FOR THE PROVISION OF SECURITY SERVICES GUARDING AND RESPONSE SERVICES AT THE FONDZZJONI CENTRU GHALL-KREATTIVIA` PREMISES**

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 time limits for delivery shall be [.....], 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 complex 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 (*excluding/including* VAT/other taxes): €.....
  - Contract price in words: .....Euro
 or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).
6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in two originals: one for the *Fondazzjoni Centru Ghall-Kreattività`*, and one for the Contractor.

**Fondazzjoni Centru Ghall-Kreattività`:**

**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: .....

## FINANCIAL OFFER

**Fee for Provision of Security Guard Services (Security Services) at the *Fondazzjoni Centru Ghall-Kreattività* premises**

**Advert Number ...../.....:**

### FINANCIAL BID BREAKDOWN

**For contracts on Monday to Sunday basis**

Item	Description	No. Of Hours	Rate per hour inclusive of all taxes but excluding VAT (€)	VAT (€)	Rate per hour Inclusive of all taxes & VAT (€)	Total inclusive of VAT (€)
	<u><b>BILL A - Monday to Saturday</b></u>					
1	Hourly workers' cost (Not less than €5.78 per hour excluding VAT)					
2	Rate per hour for all other expenses to carry out the services as per Terms of Reference including but not limited to materials, administrative charges etc. <sup>(a)</sup>					
	GRAND TOTAL INCLUDING VAT AND ANY OTHER TAXES AS APPLICABLE TO BE CARRIED FORWARD TO SUMMARY SHEET					(a)

Item	Description	No. Of Hours	Rate per hour inclusive of all taxes but excluding VAT (€)	VAT (€)	Rate per hour Inclusive of all taxes & VAT (€)	Total inclusive of VAT (€)
	<b><u>BILL B - Sundays &amp; Public and National Holidays</u></b>					
1	Hourly workers' cost for Saturdays & Public Holidays (This rate should reflect the proportionality afforded by relevant Employment Legislation regarding work carried out on Public Holidays)					
2	Rate per hour for all other expenses to carry out the services as per Terms of Reference including but not limited to materials, administrative charges etc. <sup>(a)</sup>					
	GRAND TOTAL INCLUDING VAT AND ANY OTHER TAXES AS APPLICABLE TO BE CARRIED FORWARD TO SUMMARY SHEET					<sup>(b)</sup>

Notes:

(a)Tenderers are reminded that the Contracting Authority is entitled to reject any offer which is considered to be abnormally low according to Regulation 29 (1)(2) & (3) of LN296/2010.

(b)To be carried forward to Summary Sheet.

**SUMMARY SHEET**

Item	Total carried forward €
BILL A – Monday to Saturday	
BILL B – Sundays, Public and National Holidays	
<b>GRAND TOTAL INCLUDING VAT AND ANY OTHER TAXES AS APPLICABLE TO BE CARRIED FORWARD TO TENDER RESPONSE FORMAT</b>	

**Tel/Mobile No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**VAT Registration No:** \_\_\_\_\_

**Police/Trading Licence No:** \_\_\_\_\_ **Valid up to:** \_\_\_\_\_

**I/We declare that the above information is correct.**

**Signature:** ..... **Name:** .....

**I.D. No:** ..... **Date:** .....