



**Reference No: 004-6073/20 (CPSU 1741/20)**

**Request for Participation for the Leasing of Premises complete with furniture, for the relocation of the Embryo Protection Authority.**

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**Date Published:** 30<sup>th</sup> June 2020

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**Deadline for Submission:** 20<sup>th</sup> July 2020 at 12:00pm CEST

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**Tender Opening:** 20<sup>th</sup> July 2020 at 12:30pm CEST

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**IMPORTANT:**

- No Bid Bond is requested for this tender.

**IMPORTANT -**

Clarifications can be sought by not later than noon, 10<sup>th</sup> July 2020. Any queries and requests for clarifications are to be sought through [negotiation.cpsu@gov.mt](mailto:negotiation.cpsu@gov.mt). Queries submitted through other emails will not be considered. All clarifications will be uploaded on CPSU website by the Contracting Authority within a reasonable time.

**Central Procurement and Supplies Unit**  
Ministry for Health  
UB 002 San Gwann Industrial Estate, San Gwann

## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting an offer, the tenderer accepts in full and in its entirety, the content of this Request for Participation (RFP) document, including subsequent Clarifications issued by the Department of Contracts/DoC/Contracting Authority (Tender), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. 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 in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.**

**Prospective tenderers must submit their response by submitting their offers via email to [negotiation.cpsu@gov.mt](mailto:negotiation.cpsu@gov.mt)**

**Prospective tenderers take full responsibility to submit their offer well before the tender submission deadline in order to avoid last minute restrictions. Tender offers must be fully /accepted by the officer fully acknowledged prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.**

**Note:**

**Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.**

- 1.2 The subject of this lease office spaces for the Embryo Protection Authority within the Ministry for Health.
- 1.3 The lease period is for 5 years from date of signature of the contract, with the possibility of an extension by of a further one period of 5 years.

## 2. Timetable

	DATE	TIME
Clarification meeting (Refer to Clause 5.1)	NOT APPLICABLE	-
Deadline for request for any additional information from the Contracting Authority	10 <sup>th</sup> July 2020	12.00pm
Last date on which additional information can be issued by the Contracting Authority	16 <sup>th</sup> July 2020	End of business (17:00 hrs)
Deadline for Submission of Tenders	20 <sup>th</sup> July 2020	12.00pm

\* Central European Time (CET)

## 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the properties being requested. Incomplete offers will not be accepted.

## 4. Financing

- 4.1 The lease shall be financed by local funds.

## 5. Clarifications and Clarification Meetings

- 5.1 No clarification meeting/site visit is planned
- 5.2 Bidders are urged to promptly notify the Contracting Authority of any ambiguity in or discrepancy between any of the documents of this Request for Tenders which may be discovered upon examination of the documents.
- 5.3 Clarifications can be sought by not later than noon of 10<sup>th</sup> July 2020. Any queries and requests for clarifications are to be sought through [negotiation.cpsu@gov.mt](mailto:negotiation.cpsu@gov.mt). Queries submitted through other emails will not be considered. All clarifications will be posted by the Contracting Authority within a reasonable time by not later than 16<sup>th</sup> July 2020 and will be made available to all interested bidders on the CPSU website as shown in the link hereunder.

<https://deputyprimeministercms.gov.mt/en/cpsu/Pages/Procurement/Published%20Calls/Negotiated%20Procedure%20without%20Prior%20Publication/NP-without-Prior-Publication.aspx>

- 5.4 Any clarifications from the Contracting Authority in response to any requests for clarification will be addressed and sent before the deadline stipulated in the timetable.

Bidders are advised that any interpretations, correction or changes to the Request for Tenders will be notified via the CPSU's website. It is the responsibility of the bidders to be aware of the latest information published on the Contracting Authority's website prior to submitting the offer. Interpretations, corrections or changes made in any other manner will not be valid, and prospective bidders shall not rely upon such interpretations, corrections and changes.

## 7. 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

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the conditions provided in the attached document (Appendix I).
- (iii) Power of Attorney (Appendix II). <sup>(Note 2A)</sup>
- (v) Exclusion and Blacklisting Criteria as per Appendix III and S.L.174.04.

### (B) Selection criteria

(i) The Lessor warrants that he is the owner of the site and/or has the right to lease the site and building which is the subject of this Tender.

(ii) The Lessor warrants that, to the best of his knowledge, the site and building proposed or any part thereof do not infringe or violate any third-party property rights.

(iii) The Lessor shall warrant that the property is free from any sort of litigation or proceeding before any competent authority (such as courts, tribunals, local authorities) and that none are threatened during the course of the lease agreement. The Lessor shall warrant peaceful possession and real enjoyment of the property during the term of the lease.

#### **(C) Technical Specifications**

(i) Tenderer's Technical Offer in response to specifications in Section 4. <sup>(Note 3)</sup>

(ii) Bidders must present architectural drawings indicating how the space requirements requested by the Ministry will be fulfilled and met through the offered premises. The indicated drawings need to also indicate layout of furniture being provided and are to be signed and endorsed by an architect <sup>(Note 3)</sup>

(iii) Bidders are to submit a condition report of the premises. Bidders must confirm that the property is built according to plans and is not under an enforcement order. <sup>(Note 3)</sup>

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

(i) A financial offer calculated on the lease tendered as per Appendix VI [inclusive of maintenance as applicable]. <sup>(Note 3)</sup>

<p><b>Notes to Clause 6:</b></p> <p><i>1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge (not applicable to tender).</i></p> <p><i>2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.</i></p> <p><i>B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. <b>No changes to the information</b></i></p>
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provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.  
*All Rectifications are free of charge.*

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

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

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

#### **9. Obligations of the Contractor**

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with the necessary documentation.

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

- 9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.
- 9.2 Offers that do not meet the criteria imposed in this call shall be disqualified.
- 9.3 During the adjudication period the Contracting Authority reserves the right to visit the tenements offered. If the bidder refuses entry to the tenement the bid shall be disqualified.

#### **10. Submission of Offers**

Requests for Participation should ONLY be submitted through negotiation.cpsu@gov.mt by not later than 12:00pm of 20<sup>th</sup> July 2020. Submissions submitted through other emails will not be considered.

Any Requests for Participation submitted after this date and time and/or through other means will be automatically rejected. Please note that it is entirely the Bidder's responsibility to ascertain that the Request for Participation is received BEFORE the deadline for submission of the Request for Participation.

## SECTION 2: GENERAL RULES GOVERNING TENDER

### A. Technical offer

Bidders are to submit their proposal using the format defined in Appendix IV - Tenderer's Technical Offer of this Request for Participation.

Full specifications of the premises and furniture being offered and illustrated literature are to accompany the proposal. All documents must be in the English language.

### B. Submission of Offers

All tenders must be submitted through the tender box. The price(s) offered shall be quoted in Euro (**excluding VAT**). In submitting their tenders, bidders will be submitting their final offer. Bidders are deemed to have taken account of all that is required for the submission, including its correctness and completeness and that they have included all charges in their price offer. Tenders must comply with the requirements as stated in this request.

### C. Validity of Tenders

Tenders shall remain valid for a period of 90 days from the closing date for the submission of the tenders stipulated in the timetable.

### D. Cancellation of the Request for Tenders Procedure

The Contracting Authority shall have the option to cancel any published request for Tenders prior to its closing date stipulated in the timetable.

Bidders are advised that any cancellation to the request for Tenders will be notified via the Ministry's website. It is the responsibility of the bidders to visit the website prior to submitting the proposal.

### E. Evaluation of Tenders

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

In the interest of transparency and equal treatment and without being able to modify the submitted proposal, the bidder may be required, at the sole written request of the Contracting Authority to provide clarifications.

The Contracting Authority will be conducting an inspection on premises, where this is deemed necessary, as part of the evaluation process.

The Contracting Authority is not bound to accept any of the submitted offers and has the right to refuse in part or in full any or all the submissions, even the most advantageous.

### F. Evaluation of Tenders

The Lessor should, within 15 calendar days of receipt of the contract, sign and date the contract and return it to the Contracting Authority.

## **SECTION 3: CONTRACTUAL OBLIGATIONS**

### **1. Data Protection and Freedom of Information**

Any personal data submitted in the tenders shall be processed pursuant to the Data Protection Act (2018). It shall be processed solely for the purposes of the performance, management and follow-up by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

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

### **2. Contractual Obligations**

1. Premises must be ready for use in accordance with all the requirements indicated in this document by not later than 15 days from the last date of the signing of the contract. The lessor must warrant that he/she is the owner of the site and/or has the right to lease the site and building which is the subject of this tender.
2. The lessor warrants that, to the best of his knowledge the site and building proposed or any part thereof, do not infringe or violate any third-party property rights.
3. The lessor shall indemnify and safe harness the Contracting Authority against from all claims, liabilities, costs, expenses, actions or proceedings it may face or suffer at any time including, without limitation, to claims for personal injury or damage caused by the building, or arising from the performance of the service or part thereof or by any act whether by commission or commission of the Lessor, its employees, agents, or sub-contractors. This clause shall survive the expiration of the Contract.
4. The award of the contract does not exonerate the lessor from the obligation of obtaining any permit and/or licence that may be required under any law, principle or subsidiary, in force in Malta from time to time.
5. The entire building must be fully accessible to people with special needs.
6. The Lessor will be responsible for the hereunder maintenance:
  - a. All repairs of ordinary nature of ordinary nature, such as cleaning and changing of light bulbs are to be borne by the contracting authority
  - b. Ordinary maintenance to circuit breakers, air conditioners, water and electricity system, security systems, fire detection and alarm systems, lifts, water heater/boilers and any other equipment and systems found at the premises shall fall under the responsibility of the landlord.
  - c. The landlord shall paint all walls, ceiling, façade, walls leading to yards, and any other walls every two years in the colour requested by the contracting authority.
  - d. The landlord shall carry out regular maintenance to roofs and be responsible



to repair any water ingress.

- e. All extraordinary maintenance required is to be paid by the landlord. Such maintenance includes but is not limited to maintenance and replacement of roofs, repairs or replacement of any system at the premises, maintenance of water drainage, changes of pipes and replacement of other fixtures and fittings found at the leased premises.
- f. The contracting authority binds itself to take care of all equipment at the premises like a '*a bonus pater familias*'. Any expenses related to repairs and damages not as a result of wear and tear, but as result of tampering or negligence shall be borne by the contracting authority.
- g. The landlord must insure the property leased and its contents, insurance must cover also third party liabilities.
- h. The landlord must ensure that any urgent maintenance and-or repairs requested by the contracting authority shall be addressed immediately and not later than 4 hours after these have been reported to him. Such urgent matters shall include repairs to electricity system, lifts, drainage systems, water systems, water heating systems, all condition systems and any other matters that may put at risk the health and safety of all those persons present at the premises
- i. Any other repairs shall be addressed by not later than 48hours from when the landlord gets to know of such request for repairs.
- j. Failure to take action to ensure that the request for repairs are addressed within the specified timelines, the landlord shall be liable to a penalty equivalent to 10% of the monthly rent daily. Such penalty will be automatically deducted from the payment of the following rent transfer.
- k. Any maintenance carried out shall not disrupt the operation of the contracting authority.

7. **Utilities:** On the day of the contract, the landlord shall provide evidence that the premises are equipped with adequate Electricity and Water meters, accessibility to Wifi in all areas of the property, a telephone system and television service.

Payments related to the consumption of water, electricity, telephone and any other services are to be borne by the Contracting Authority. On the day of the contract, the utility meters shall be read and the landlord must, within one week from signing of contract, present a receipt of payment of all bill, confirming that all pending bills have been settled. The landlord shall also, within two weeks from signing of contract, sign all the necessary documents so that the utility bills will be transferred to the contracting authority.

8. **Redelivery:** On termination of the lease, the Property is to be returned to the lessors in a good state of repair and condition save for fair wear and tear, with vacant possession. Upon termination of the contract all ameliorations carried out by the contracting authority shall become the property of the landlord without compensating the contracting authority.
9. **This contract is regulated by Maltese law and Any instances not regulated by this contract are to be regulated by Chapter 16 of the Civil Code and L.N. 163 of 2020.**

Any dispute, controversy or claim arising out of or relating to the agreement between the parties related to breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Short Form Arbitration Rules of the Malta Arbitration Centre as at present in force. The award shall be final and binding and there shall be no appeal and are subject to the following conditions:

- (a) The appointing authority shall be the Malta Arbitration Centre;
  - (b) The place of arbitration shall be Malta;
  - (c) The language(s) to be used in the proceedings shall be the Maltese Language,
  - (d) The arbitrator shall decide ex aequo et bono.
10. The premises must be built in line with any Planning Authority permits, and must have all the necessary permits for the intended use by the Contracting Authority.
  11. The premises selected must be vacant and enjoys peaceful possession by not later than fifteen days from signing of contract.
  12. The contracting Authority reserves the right to request the Lessor to apply for any additional permits and/or licences that may be required from time-to-time for the operation of the premises and the landlord shall not object to such development as long as any permits and/or licences are in line with local regulations. Any costs related to such licences and permits must be borne by the Contracting Authority, unless such costs are required for the implementation of the agreement signed between the parties upon the date of signing of the said agreement.
  13. The Lessor shall have the right to access the building by providing at least one week's notice to the Contracting Authority. Access shall be exercised during the times advised to him by the Contracting Authority so as not to disturb the care to the general public. During such visit, the Lessor shall be accompanied by a representative of the Contracting Authority.
  14. The Lessor expressly waives its right to any abatement of any penalty incurred in terms of this Agreement to which he may be entitled in terms of section 1122(1)(b) of the Civil Code, Chapter 16 Laws of Malta.
  - 15. Structural Changes/Improvements:** The lessor is hereby giving his unconditional and irrevocable consent to the lessee to carry out any alteration even of a structural nature which was not a requirement of the tender that may be necessary for the property to be used as a Community Clinic and to apply for any permits and licences required. **The Contracting Authority will bear the expenses involved and must inform the Landlord of any structural changes prior to start of works.**
  16. Where any system/s are installed by the Contracting Authority, the Contracting Authority will be responsible for the respective inspections, repairs, maintenance and servicing of such systems.
  17. Through the duration of the lease, in the event that the Lessor is in breach of any of the obligations under this agreement, the Contracting Authority shall have the right to terminate the lease if the Lessor, after being informed about the breach, does not take the necessary action within 15 days from being informed of such. Any penalties specified in the agreement shall be borne by Lessor until the Contracting Authority vacates the premises leased. Notice to terminate the agreement shall be sent by means of a registered letter or a judicial letter, at the discretion of the Contracting Authority.

18. **Duration of Service** - the duration of the lease is that of a period of 5 years, extendable to another period of 5 years. The contracting authority shall inform the lessor of its intention to extend the lease not later than 180 days prior to the expiration of the lease.

The lessor can terminate the lease by giving a prior notice of six (6) months. In case where the lease will be terminated prior to the stipulated time by the lessor, a daily penalty of €500 shall be incurred by the lessor from the date of the early termination of the contract till the date that the lease should have been terminated.

## SECTION 4: TERMS OF REFERENCE

### 1.0 Scope of enquiry

### 1.1 General

#### 1.1.1 *Project Description*

The Embryo Protection Authority requires a number of office spaces as described under Clause 6 of this section (Section 4). Bidders are to offer one building that can house all the office spaces. The building should also include:

- A. One reception area with a large waiting area;
- B. Server Room to service all the office spaces indicated under Clause 6;
- C. Stores for archiving and storage of documents;
- D. Lifts if office space being offered is not on ground floor;
- E. Space for Safe Vault for storing of highly sensitive documents
- F. Two parking spaces reserved for the Executive Director and Chairman

1.1.2 The premises should *portray* an image of environmental stewardship and sustainability and should comply to all local legislation and in particular but not limited to:

- A. Energy Performance of Building Regulations, 2008;
- B. Sanitary Legislation;
- C. General Provisions for Health and Safety at Work Places Regulations, 2003 Cap 424 and the Occupational Health and Safety Legislation;
- D. Building development legislation, Malta Environment and Planning Authority Regulations;
- E. Equal Opportunities (Persons with Disabilities) Act and the accessibility to premises shall be in line with local regulatory requirements.

1.1.3 All premises shall be covered by Planning Authority permits for the required uses (i.e. offices, storage and parking).

1.1.4 The premises shall be structurally sound and shall be adequately maintained and in a good state of repair and shall be modern, safe and secure. Furthermore, the premises must be certified by a warranted architect's report.

## **1.2 Specific Activities**

### **1.2.1 Office Space**

The premises offered are required to meet the specifications and requirement described in this document.

### **1.2.2 Location, Accessibility and Space Requirements**

- 1.2.2.1. The premises shall be located in a central area close to major public transportation routes.
- 1.2.2.2. The premises shall be fully accessible and should have adequate access for disabled persons.
- 1.2.2.3. The premises shall have independent entrance from a public road, which entrance leads to a reception area.
- 1.2.2.4. Unless a separate goods lift is installed (where required), the lift should also be suitable for transporting goods.
- 1.2.2.5. Partitioning between offices should be provided with adequate acoustic insulation.
- 1.2.2.6. Circulation areas within offices/premises are being assumed as indicated in Clause 6.
- 1.2.2.7. Variations in room sizing may be accepted by the Authority although in general it is expected that the minimum overall office space should be provided.

## **1.3 Building Services**

- 1.3.1 All premises shall be fully serviced and certified, in accordance with internationally and/or nationally recognized and applicable standards and regulations, with the following:
  - A. Electrical, water, telephone, internet and sewage mains services;
  - B. Air conditioning and mechanical ventilation system installed and maintained in accordance with applicable regulations;
  - C. Fire detection and automatic fire fighting/fire suppressant systems installed, and maintained in accordance with applicable regulations and best practices;
  - D. Intruder alarm system installed and CCTV monitoring system maintained according to best practice;
  - E. Server room which shall be provided with a 24 hour controlled environment at a constant and suitable temperature.
  - F. Wire LAN using Cat 5e or better wiring terminated in RJ45 socket outlets;

- G. Card access control system and video hall porter system;
- H. Protection against floods;
- I. Lightning protection.
- J. All areas are to be supplied fully furnished as per room function (offices with office furniture, board room and other areas as per specifications in Clause 6.)

## **2.0 Lease Date Rental Period and Required Works**

- 2.1 The intended commencement date for use of premises is as soon as possible and the lease period is for 5 years from this date with a possibility of renewal for a further period of 5 years upon 180 days prior notification by the Embryo Protection Authority, under the same terms and conditions.
- 2.2 The selected premises shall be completed in a finished state according to the requirements and timeframes established prior to the signing of contract with the successful tenderer;
- 2.3 The successful tenderer/s shall obtain all permits, licences, and authorisations required by law for the lease of the selected premises and that such permits, licences and authorisations are in place in their entirety by the date established for the notarial deed related to the lease agreements, and shall remain valid for the entire duration of the lease period at the Lessor's expense;
- 2.4 Any alteration works, services, improvements, partitioning, interior decoration, fixtures and all finishes to the premises shall be carried out by the Lessor to an agreed programme established at the date of award of the contract and in accordance with the tender requirements;
- 2.5 The successful bidder shall engage qualified personnel for the completion of any alteration works, services, improvements, partitioning, interior decoration, fixtures and all finishes to the premises;

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## **3.0 *Responsibilities***

### **3.1 Lessors' Responsibilities**

3.1.1 The winning bidder shall be responsible for:

- (a) All maintenance and repairs to common parts and facades of the premises;
- (b) All ordinary and extraordinary maintenance and repairs to installations and systems including but not necessarily limited to:
  - (i) Security installations, card access control systems and video hall porter system installations;
  - (ii) Fire detection, fire fighting and fire suppressant systems and installations;
  - (iii) Air conditioning and mechanical ventilation systems;
  - (iv) Electrical and ICT installations;
  - (v) Lift installations;
  - (vi) Plumbing and sewage installations;
  - (vii) Rain water drainage systems;
  - (viii) Lightning protection systems.

This applies to common parts, offices, public areas and car parks.

3.1.2 The office space offered may at tendering stage be open plan and/or partly finished. However, in all cases all costs associated with any alteration works, services, improvements partitioning, interior decoration, fixtures, systems and building services installations and all finishes shall be at the expense of the successful tenderer/s.

3.1.3 Final design and layout of partitioning and other improvements will be finalised in agreement between the successful tenderer and the Embryo Protection Authority during the evaluation stage depending upon the conditions and initial layout of the premises offered and the tender offered.

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## **4.0**      *Reports*

### **4.1**      **Reporting Requirements**

- 4.1.1 Following the award of the contract and in the event that any works, improvements, partitioning interior decoration, finishes or building services that are required to be carried out by the successful bidder, such contractor shall submit, within two weeks from such award, a detailed programme of works together with interim monthly reports on the progress of execution of such works.

## **4.2 Submission & approval of progress reports**

- 4.2.1 Progress reports referred to above must be submitted to the Project Manager identified by the Embryo Protection Authority following the award of the contract. The progress reports must be written in English.

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## **5.0 *Other Requirements***

### **5.1 Special Requirements**

- 5.1.1 The successful tenderer must submit information on the ownership of the premises offered.
- 5.1.2 Tenderers must prove that they have vacant possession of the premises and shall submit documents to the satisfaction of the Embryo Protection Authority proving their legal title thereon and in particular with a view to showing that they are entitled to grant them on lease.
- 5.1.3 Failure to submit such information may result in the tender being disregarded.
- 5.1.4 The lease agreements will be subject to Notarial deeds.
- 5.1.5 Notarial fees and expenses in connection with this deed will be borne by the Embryo Protection Authority whereas the successful Lessor shall be responsible for their own legal costs.
- 5.1.6 In the event of any interruption of malfunction for any reason of any service to the premises or building, the Lessor shall use reasonable diligence to restore the service.

In any event attendance to the fault shall be within the following maximum time limits:

- (a) Faults, damages or malfunctions critical to the operation of the premises or safety – within 3 hours from notification.
- (b) Faults, damages or malfunctions that are not critical to the operation of the premises or safety of the building, public or staff – within 24 hours from notification.



Such notifications will be made to the Lessor by the Embryo Protection Authority or its representative either verbally or in writing.

- 5.1.7 The award of the Contract does not exonerate the Lessor from the obligations of obtaining any permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- 5.1.8 The Lessor shall have the right to access the site and the building to providing at least one weeks' notice to the Embryo Protection Authority. Access shall be exercised during the times advised to him/her by the Embryo Protection Authority.
- 5.1.9 The Lessor expressly waives the right to any abatement of any penalty h/she may incur in terms of this Agreement to which s/he may be entitled in terms of Section 1122 (1)(b) of the Civil Code.

## **5.2 Additional Conditions and Rights**

- 5.2.1 The Embryo Protection Authority may at any time during the period of the lease carry out any additional alteration works, services, improvements and finishes to the leased premises which are of non-structural natures at its expense and without need of any form of consent from the Lessor. The Embryo Protection Authority will however be obliged to inform the Lessor of these changes prior to works being carried out.
- 5.2.2 The Embryo Protection Authority shall be responsible for the following:
- a. Payment of metered water and electricity consumption solely with respect to such water and electricity consumed within the leased areas of the premises,;
  - b. Payment of the Embryo Protection Authority share with respect to metered water and electricity consumption in the common parts of the premises.

Prior to the commencement of the rental period the successful tenderer/s must show evidence that there are no outstanding utility bills in connection with the premises being rented.

## 6.0

		Qty of rooms/areas	Occupancy (persons)	Area (m <sup>2</sup> )	Total area required (m <sup>2</sup> )
<b>Embryo Protection Authority</b>					
<b>Service area</b>					
1	ENTRANCE LOBBY				
2	RECEPTION/SECURITY				
3	OFFICES	9	16	15	135
4	CEO	1	5	20	20
5	STORE/ARCHIVE	2	2	10	20
<b>Staff area</b>					
6	BOARD ROOM	1	16	24	24
7	PANTRY STAFF	1	2	5	5
8	REST ROOM STAFF	1	8	12	12
<b>Common areas</b>					
9	TOILET (staff)	2	1	3	6
10	Facility management	1	2	8	8
11	Circulation area (25%)				57.50
				<b>Total</b>	<b>287.50</b>

## 6.1

The minimum threshold in relation to space requirements is 287.50sqm. Variations of up to 10% more of the 287.50sqm will be considered as acceptable.

## SECTION 5 - EXTRACTS FROM 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 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, 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 DoC/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 tenderer 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 DoC/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 DoC/Contracting Authority for each lot submitted by the tenderer, 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 DoC/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 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, or the Special Contracts Committee or by the DoC/Contracting Authority, shall be made public by affixing it to the notice-board of the Department of Contracts 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 tenderers;

(c) the DoC/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 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.

1. Appendix I: (to be filled by the bidder)

**Declaration Statement**

I, ..... declare that I am agreeing with the contents of this document and abiding by all the rules and general conditions highlighted in this statement.

Date .....

**Appendix II: (to be filled by the bidder)**

**POWER OF ATTORNEY**

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as the General Rules Governing Tendering and -the requirements in the Instructions to Tenderer.

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

**Date:** .....

**Appendix III: (to be filled by the bidder)**

**DECLARATION CONCERNING EXCLUSION GROUNDS**

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

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Signature

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Name of Company



## Appendix IV:

### TENDERER'S TECHNICAL OFFER

**Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.**

**A technical offer is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.**

#### 1. RATIONALE

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract.**
- An explanation of the risks and assumptions affecting the execution of the contract.

The submission must include the following documents which are to be submitted according to the hereunder sequential order in the *documentation to be provided* - Appendix V:

1. Copy of the latest plans (including site plan) of the premises, approved and stamped by the Planning Authority;
2. Copy of plans of property (1:100 plan) identifying the different amenities;
3. Photos of the interior and exterior areas and other facilities on site - covering roofs and flooring (including all lifts where applicable)\*;
4. Colour photograph of the entire façade\*;
5. Colour photographs of the street in both directions\*;
6. A declaration that the premises would be available within fifteen days of signing the contract.
7. Information on ownership of the premises and proof of legal title thereon;
8. Certification by a Perit;
9. ARMS statement showing that Electricity and Water bills are fully settled;
10. Proof that the building is accessible to people with special needs; through the submission of KNPD certification or correspondence if applicable;
11. Copy of a valid Insurance Policy; and
12. If the documents listed in Points (1) - (11) above are not available, a declaration is to be provided together with the proposal in which the bidder

is to state that these documents shall be submitted in due course without undue delay immediately upon the signing of the contract.

#### OTHER MANDATORY DOCUMENTATION

- A warrant concerning the ownership of the site and right to lease the site and building which is the subject of this tender.
- A warrant by the lessor that at the best of his knowledge, the site and building proposed or any part thereof do not infringe or violate any third-party property rights.
- A warrant by the lessor that that the property is free from any sort of litigation or proceedings before any competent authority (such as courts, tribunals, local authorities) and that none are threatened during the course of the lease agreement.
- A warrant by the lessor concerning the peaceful possession and real enjoyment of the property during the term of lease
- A declaration that property is built according to plans and is not under an enforcement order

**Appendix V: (to be filled by the bidder)**

<b>Documentation to be provided</b>	
	<b>Compliant: Yes / No</b>
Architectural drawings indicating how the space requirements requested by the Ministry will be fulfilled and met through the offered premises. The indicated drawings need to <b>also indicate layout of furniture being provided and are to</b> be signed and endorsed by an architect	
Condition report of the premises	
The latest plans of the premises, approved and stamped by the Planning Authority	
Copy of plans of property (1:100 plan) identifying the different amenities	
Colour photographs of the premises' interior covering roofs and flooring; a colour photograph of the entire façade; colour photographs of the street in both directions. A digital copy on CD or USB stick of the photographs is enough	
A Declaration that premises would be available within fifteen days of signing of contract.	
Information on ownership of the premises and proof of legal title thereon.	
Certification by a Perit	
ARMS statement showing that Electricity and Water bills are fully settled	
Proof that the building is accessible to people with special needs; through the submission of KNPD certification or correspondence if applicable	
Copy of a valid Insurance Policy	

**Appendix VI: (to be filled by the bidder)**

Financial Offer			
Item	Description of Service	Rate including all taxes and Charges applicable but excluding VAT PER MONTH (€)	Total for a period of 180 months including all taxes and charges applicable but Excluding VAT (€)
A	Monthly fee for Lease of Premises complete with furniture to house the Embryo Protection Authority		
<b>GRAND TOTAL</b> including all taxes and charges applicable but excluding VAT			

1. The rates will cover all taxes duties, levies, charges, other liabilities, inclusive of all extra costs but **Excluding VAT**
2. Any errors will be corrected as follows:
  - (a) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.

**Appendix VII:**

**Energy Efficiency Form Version 2.2**

**TO BE COMPLETED BY THE BIDDER**

**PUBLICATION REF: \_\_\_\_\_**

I, the undersigned, hereby declare that I shall abide with the requirements of point (e) of the Third Schedule of the Energy Efficiency and Cogeneration Regulations (S.L. 545.16) in that new products purchased partially or wholly for the purpose of providing the service in question, shall comply with the requirements referred to in paragraphs (a) to (d) of the same schedule of these regulations.

I declare that if I am the successful bidder, following signature of contract, I shall make available evidence of meeting this requirement. As a minimum, I commit to provide a detailed list of products as a proof that products purchased partially or wholly for the purpose of providing the service/supply in question are in line with the requirements stipulated in Procurement Policy Note #27 issued by the Department of Contracts on the 28<sup>th</sup> of June 2016.

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

Date: .....

