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**Ref No.: - RFP006/2016**

# **REQUEST FOR PROPOSALS**

## **LEASING OF PREMISES FOR OFFICE SPACE**

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**Closing Date:** 12<sup>th</sup> August 2016

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**Date Published:** 19<sup>th</sup> July 2016

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**This RFP is free of charge.**

**IMPORTANT:**

- Bidders are to ensure that the mandatory guarantee (Bid Bond) of € 5,000 is to remain valid up to and including 1<sup>st</sup> February 2017

Transport Malta is the Authority for Transport in Malta set up by Act XV of 2009
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## DEFINITIONS:

The following definitions and abbreviations also apply throughout this document save where the context otherwise requires.

**Authority / Contracting Authority** means The Authority for Transport in Malta also referred to as Transport Malta;

**Consortium** means a group of Proponents formed with the intention of submitting a joint response to this Request for Proposals;

**Consortium Member** means a person or entity that is part of a Consortium;

**Effective Date** means the date on which the Lease Agreement comes into force and offices are actually handed over to the Authority;

**Extraordinary Repairs** means repairs to walls, structural repairs, ceilings and vaults, the replacing of beams and the entire renewal of the roof, staircase and pavement; and includes any other items covered by the respective laws (Civil Code) and regulations and /or items agreed upon with the respective Lessor;

**Government** means the Government of the Republic of Malta;

**Lessee:** The persons/entity, Contracting Authority leasing the premises from the Lessor, this includes all the personnel employed by the Lessee and its representatives duly appointed to act in its name and on its behalf as well as its successors; but does not include its agents, contractors, partners, customers, visitors and guests;

**Lessor:** The persons/entity leasing the premises to the Lessee, this includes all the

personnel employed by the Lessor and its representatives duly appointed to act its representatives and to act in its name and on its behalf as well as its successors; but does not include its agents, contractors, partners, customers, visitors and guests;

**Ordinary Repairs** means all those repairs not being extraordinary repairs

**Proposal** means a submission formulated by a bidder in response to this Request for Proposals in compliance with the terms and conditions set out in this RFP. This is also referred to as Bid.

**Prospective Proponent / Prospective Bidder** refers to any interested party who intends to submit a Proposal in response to this Request for Proposals.

**Proponent / Bidder** is used to refer to any Prospective Proponent who submits (whether on its own or jointly in the form of a Consortium) a Proposal in response to this Request for Proposals.

**Successful Proponent / Bidder** is the term used to refer to the Proponent who has been identified as the best suited for the award of the Lease Agreement .

**RFP** means the Request for Proposals together with all relative annexes and accompanying documentation.

**RFP Process** means the competitive process, and all preparatory and other activities related thereto, intended to lead to the award of the Agreement to the Successful Proponent;

## 1 Background

Transport Malta (TM) is responsible to regulate all forms of transport including Land, Maritime and Aviation.

Transport Malta is issuing this RFP for the leasing of premises for offices as set out hereunder.

The successful bidder will be required to enter into a contract of lease with Transport Malta for a period of ten (10) years with the possibility of renewal for a further five (5) years at the sole discretion of Transport Malta.

**It is intended that the Premises will be needed by July 2017.**

A Draft of the Contract Agreement is being annexed to this RFP as Appendix 1. Bidders are advised to familiarize themselves with these conditions before submitting the RFP.

## 2 Requirements & Specifications

Transport Malta (also referred as the Contracting Authority in this document) is hereby requesting proposals for the leasing of premises for office space for the Roads and Infrastructure Directorate, Merchant Shipping Directorate, Ports and Yachting Directorate, Corporate Services Directorate and Head Office in accordance with the requirements, specifications and conditions detailed hereunder and in this document.

### Eligibility Criteria

**In order to be considered the proposed premises (one building) must satisfy the below expected minimum eligibility criteria as detailed in points A, B & C hereunder;**

#### **A. Expected Minimum Office Space needed in sq mtrs.**

	<b>Number of Employees / Customers to be accommodated at any given time</b>	<b>Expected Minimum Office Space needed in sq mtrs (m<sup>2</sup>)</b>
<b>Total</b>	<b>350 Employees &amp; 70 Customers in a Reception Area + Archives + Meeting Rooms</b>	<b>7,000m<sup>2</sup></b>

It is to be noted that any existing areas pertaining to Common areas including but not limited to sanitary facilities, corridors, kitchenettes, car park spaces will **not** be considered as **office space**.

**The areas quoted by the bidders can be subject to re-measurement and confirmation by the Contracting Authority or appointed representatives**

In case of open Plan offices the Authority will have the right to divide the office space into different offices as needed and other areas.

## **B. Expected Minimum number of Car Park Spaces to be available**

Directorate	Expected Minimum Car park Spaces to be available
Roads and Infrastructure / Merchant Shipping Directorate / Ports & Yachting Directorate / Corporate Services Directorate / Head Office	250

**The Car Park spaces quoted by the bidders can be subject to re-measurement and confirmation by the Contracting Authority or appointed representatives**

It is to be noted that the availability of additional public car park spaces in the vicinity of the proposed premises will be considered favourably during the Evaluation (see Technical Compliance Grid – Appendix 4)

## **C. Compliance with Respective Regulations**

The premises offered are to comply with the respective laws and regulations, i.e:

- Compliant with OHSA Laws and MEPA Regulations and any other applicable regulations,
- Compliant with KNPD “ Access for all Guidelines”,
- Have a Mepa Permit Use for a class V in accordance to the Subsidiary Legislation LN53 of 1994 (Development Planning (Use Classes) Order, 1994) to be used for office use or in the process of obtaining one. It is to be noted that the Evaluation Committee reserves the right to request from the bidder the respective screening letter issued by MEPA indicating that such change of use is permissible.

**Proposed premises which are unable to satisfy the expected minimum eligibility criteria highlighted in A, B and C above will not be considered**

**eligible for this RFP procedure and will be automatically eliminated from this RFP procedure (but please see note in box below).**

### **Selection Criteria**

**In order to be considered eligible for the award of the Contract, bidders must provide evidence that they meet or exceed the requirements described hereunder;**

#### **2.1 Equipment & Finishes**

As a **minimum** the premises offered MUST be equipped and finished to the following;

- Plastered and Painted (inside and outside)
- Having properly secured external doors and windows,
- Ready with adequate flooring, i.e. tiles, carpeting, parquet etc,
- Already serviced with water and electricity meters,
- Equipped with adequate mechanical and electrical installations,
- Equipped with Network points and respective IT connections,
- Fitted with toilet facilities adequate for the number of employees and customers indicated above and persons with special needs,
- Equipped with kitchenette points (water, drain and electricity) in each floor in case of a multi level building,
- Equipped with a adequate fire system
- Equipped with adequate heating & cooling installations to cater for the number of employees and customers as indicated in the table above,
- Equipped with Vertical Transportation (Lifts) in case of a multi storey Building

**If the premises, at the time of submission of the bid do not satisfy the above requirements but the bidder undertakes that the premises will be equipped to the above requirements by July 2017, then it is deemed that the premises would have satisfied the above requirements .**

**The bidder's undertaking is to be backed by a plan of how he intends to equip and finish the premises by July 2017. This is to include all the documentation pertaining to the proposed plan including the details (but not limited to) of the;**

- Proposed finish of the building (internally and externally)
- Details of the proposed flooring and external doors and windows,
- Details re supply of MEPA compliance certificate

- Details of the proposed Mechanical and Electrical Installation (including backing documentation, drawings and schematics),
- Details of the proposed network points and respective IT connections (including backing documentation, drawings and schematics),
- Details of the proposed toilet facilities and kitchenette points,
- Detail of the proposed fire system
- Details about the proposed heating and cooling installations to cater for the number of employees and customers as indicated in this RFP including any drawings and schematics
- Details of the proposed Vertical Transportation (lifts) to be installed in case of a multi storey building / premises
- A Gantt chart or Programme of Works indicating how such targets can be achieved and in the specified time frames

## 2.2 Location Features

The premises offered are preferably to be:

- Centrally located
- Easily accessible and reached by employees and customers via the Public Transport (refer to Transport Malta Geo Portal <http://gis.transport.gov.mt/>)
- Close to arterial and distributory network of roads (refer to Transport Malta Geo Portal <http://gis.transport.gov.mt/>)
- Clear from all encumbrances and access obstructions, flash-flood risk free
- Preferably having the availability of additional public car park spaces in the vicinity

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## Bidder's Self Assessment Exercise

Bidders' Self Assessment Exercise - Bidders are to confirm that the building proposed satisfies or exceeds all the above eligibility criteria and minimum requirements by filling the form attached to the RFP as **Form 2 – Eligibility / Minimum Expected Requirements / Preferable Location - Criteria Checklist**. In addition to this the bidders are invited to expand with additional details on the items that EXCEED the minimum requirements.

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### 3. Contract Conditions and Obligations

#### 3.1 Obligations

The minimum Obligations for the Lease Contract (once signed) shall be as follows:

The successful bidder (referred to as “the Lessor”) will be required to enter into a contract of lease with the Authority for a period of ten (10) years with the possibility of renewal for a further five (5) years at the sole discretion of Transport Malta. The following conditions shall apply:

- a) It is intended that the premises must be ready for use in accordance with all the above requirements by not later than July 2017.
- b) The Lessor warrants that he is the owner of the site and/or has the right to lease the site and building which are the subject of this Request for Proposals.
- c) 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.
- d) The Lessor shall indemnify and save harmless the Authority against and 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 the site, or arising from the performance of the works or part thereof or by any act whether by omission or commission of the Lessor, its officers, employees, agents, or sub-contractors. This clause shall survive the expiration of the Contract.
- e) The Authority does not warrant the accuracy of any representation which may have been made to the Lessor at any time prior to the conclusion of the Contract and the Lessor acknowledges that he did not rely upon any representation made by or on behalf of the Authority before submitting the Proposal or entering into the Contract.
- f) The award of the Contract does not exonerate the Lessor from the obligation of obtaining any permit and / or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- g) The Lessor shall have the right to access the site and the building by providing at least one week’s notice to the Authority. Access shall be exercised during the times advised to him by the Authority.
- h) The Lessor expressly waives its right to any abatement of any penalty he may incur 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.



- i) Ordinary repairs to, the leased premises shall be at the sole risk, cost and expense of the Lessee.
- j) Extraordinary repairs shall be at the sole risk, cost and expense of the Lessor.

However, if such repairs:

- i. are due to the fault, whether by an act or omission, or negligence of the Lessee; or
- ii. are occasioned by the non-execution by the Lessee of the ordinary repairs or maintenance; or
- iii. after the extraordinary repairs are effected it is found that they have arisen due to the fault, whether by act or omission, or negligence of the Lessee,

then the Lessee must immediately fully reimburse the cost and expenses of such repairs.

- k) The Lessor will be responsible for the hereunder maintenance;
  - inspecting, repairing, servicing and replacing lighting and fire systems which were installed by the Lessor;
  - inspecting, repairing, replacing and servicing the lifts and air-conditioning units which were installed by the Lessor;
  - inspecting, repairing, replacing and servicing the surfaces of the building;
  - the installations of water, electricity and other utility or services that have been installed by the Lessor and are connected with, and providing utilities or services to, the leased premises; and
  - any other costs, charges or expenses which in the Lessor's judgment are necessary or desirable for the maintenance of the leased premises.

Where any system/s are installed by the Lessee, the Lessee will be responsible for the respective inspections, repairs, maintenance, servicing etc.

### 3.2 Consequences of delay

Without prejudice to the Authority's right to dissolve the contract ipso jure, failure to deliver the site and/or building by the intended July 2017 as required in this document, shall in addition to any liabilities incurred by the Lessor under these Conditions and / or the Contract render the Lessor liable by way of penalty of up to €300 per day for the first 30 days and up to €500 per day thereafter unless the Authority, after having been notified by the Lessor is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the Lessor. In such case the Authority shall decide the extent, if any, of the deduction. This is without prejudice to the right of the Authority to terminate the contract and obtain compensation for damages from the Lessor.

In the event of any of the following, the Authority shall have the right to carry out the works itself or request a third party to carry the works, at the cost of the Lessor, without prejudice to the rights of the Authority to recover from the Lessor, any damages incurred:

- a) Late delivery of the site and/or building in whole, or in part, or not in accordance with the requirements and specifications of this document, or outright failure to effect delivery of the site and/or building;
- b) Abandonment of the Contract, provided that the Contract shall be deemed abandoned in any of the following circumstances:
  - (i) The Lessor fails to commence Work within ten (10) working days from the date of the Letter of Acceptance or from the order to start work whichever is the later;
  - (ii) The Lessor stops Work for five (5) consecutive working days without previously obtaining the written permission of the Authority;
  - (iii) The Lessor for any cause whatsoever, becomes unable or fails to carry out the Contract as agreed; or should he not progress with the Work in the manner intended by the Contract; or should his preparations for commencement or his subsequent rate of progress be slow, such that in the opinion of the Authority he will be unable to complete and deliver the Work by the expiration of the Contract Term; or should he refuse or neglect to comply with the directions given to him by the Authority.

### 3.3 Payments

Rent will be paid quarterly in advance, within thirty (30) days of receipt of invoice.

**The lease rate (per annum) will be fixed for a 10 Year Period. In case of Contract extension (beyond the 5 year period) the rate shall be reviewed and adjusted accordingly to the retail price index. For avoidance of any doubt the base index to be taken will be that as at 31<sup>st</sup> December 2017 and the resulting rate shall be fixed for the 5 years extension thereafter.**

#### 4. Submittal of RFP & Documentation to be submitted with the RFP.

Bidders are to submit **three** copies of their proposal, one of which should be marked as "Original". The three copies will be sealed in an outer envelope or parcel and deposited in Tender / RFP Box that is located at the address provided in this document, which envelope or parcel shall contain the following information on its outside:

1. The address for submission of proposals indicated in this document;
2. The reference code and title of this RFP (RFP 006/2016)

**Proposals are to include ALL the following documentation AND information.**

- a) A  
document indicating the personal and contact details of the site owner, also referring to current and previous uses of the site being proposed. In the case of a company, a copy of the Memorandum and Articles of Association is required.
- b) A site plan (scale 1:2500) which clearly indicates the location of the site.
- c) A block plan (scale 1:100) which clearly indicates the detail of the site.
- d) Front and side elevations of the site and building (scale 1:100).
- e) As-built layout plans in scale 1:100 (for each level if applicable)
- f) As-Built drawings showing the location and routing of all M&E services, kitchenette points, network points and IT connections etc including details (type and number) of these and **all the other** services installed. This is also to include details re the existing toilet facilities.
- g) Documentation related to the Heating & Cooling systems and Vertical Transportation (Lifts) installed (if applicable),
- h) As-built drawings in AutoCAD format including indication of sq mts of each area/ floor including reception area and car park spaces.
- i) Copies of all MEPA permits of the site and building.
- j) Photos of the site indicating access to the site, the building (including the interior), and other facilities in the building and on site.
- k) Details of Fire System
- l) Documents pertaining to the Bidder's plan and undertaking that the

premises will be equipped to the minimum requirements by July 2017  
**(If Applicable)**

- m) Filled in and signed Forms found under Clause 9 to the RFP

**All of the above information is to be labeled and indexed appropriately.**

- n) A Bid bond in the format as per Appendix 2

The bidbond also referred as Guarantee is set at € 5,000 and must be an original and valid guarantee presented in the format available as per Appendix 2. The Guarantee must remain valid for 180 Calendar days, i.e up to the 1<sup>st</sup> February 2017 and must be drawn up in the name of the Chairman – Transport Malta. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above.

The guarantee (bid bond) is intended as a pledge that the bidder will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Contracting Authority on the terms and conditions stated in the RFP document.

**The original bid bond is to be inserted in the envelope marked as “Original”.**

**Bids that are not accompanied with the mandatory ORIGINAL RFP Guarantee (Bid Bond) will be automatically disqualified.**

**Note: Bidders will be requested to clarify/rectify, within two working days from notification, the RFP guarantee (Bid Bond) submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days. Failure to comply shall result in the RFP proposal not being considered any further.**

## **5. Conditions for Participation**

Participants in this Request for Proposals must observe the following:

- a) Submissions, duly bound and indexed, are to be made in the **English language** and in strict accordance with the provisions set out in this document.

- b) The currency of this RFP is the Euro (€).
- c) Participation in tendering is open on equal terms to all natural and legal persons.
- d) Additional material, brochures or promotional material may be submitted together with the information requested therein.
- e) **All information requested in this document must be provided.** If any section is not deemed to be applicable the bidder shall indicate it accordingly, without prejudice to the right of the Authority to disqualify bidders that do not provide the required information.
- f) The proposal submitted is to be signed by the bidder's authorised signatory with evidence of such authorization.
- g) In the case where the bidder is a consortium the information requested herein must be provided for each company forming part of the consortium.
- h) Any correspondence, including the actual proposal must always include the reference number indicated on the front page of this document.
- i) The proposal must be delivered by recorded delivery (official registered postal service) or hand delivered to the address below by not later than 10:00 hrs on Friday 12<sup>th</sup> August 2016:

**The Chairman  
Tender / Proposal Box (Reception Level 0)  
Transport Malta  
Malta Transport Centre  
Xatt I-Għassara tal-Għeneb  
Marsa, MRS 1917**

**Late submissions will not be considered.**

#### **5.1 RFP Bids Validity Period.**

The RFP bids must remain valid for a period of 180 Days after the deadline of submission of bids as indicated in the RFP Document.

In exceptional circumstances the Contracting Authority may request that bidders extend the validity of the bids for a specific period. Such requests and the responses to them must be made in writing. A bidder may refuse to comply with such a request without forfeiting his guarantee (Bid Bond). However, his bid will no longer be considered for award. If the bidder decides to accede to the extension, he may not modify his bid. He is,

however, bound to extend the validity of his bid-bond for the revised period of validity of the RFP Procedure.

The successful bidder must maintain his bid for a further 60 days from the date of Notification of award.

## 6. Clarifications and additional information

The hereunder timetable indicates the dates pertaining to the, deadline for any additional information from the Contracting Authority the last date on which additional information are issued by the Contracting Authority

### *Timetable*

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority	1 <sup>st</sup> August 2016	12:00Hrs (Noon)
Last date on which additional information are issued by the Contracting Authority	5 <sup>th</sup> August 2016	12:00Hrs (Noon)
Deadline for submission of Proposals	12 <sup>th</sup> August 2016	10.00 hrs
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

Interested bidders are to notify the Authority in writing of any clarification required on the RFP.

**Any clarifications may be sent, addressed to The Chairman, on the following email address: [tenders.tm@transport.gov.mt](mailto:tenders.tm@transport.gov.mt) until 1200hrs of the 1<sup>st</sup> August 2016.** Any requests after this date will not be accepted.

Additional information and response to any clarifications received within the stipulated timeframe will be issued by the Contracting Authority by the 5<sup>th</sup> August 2016 (12:00hrs).

Bidders are notified that any interpretations, corrections or changes to the RFQ will be notified via the respective Clarification Notes published on the Transport Malta website, accessible on

Copies of all clarifications will be made also available for inspection at the offices of the Contracting Authority (Procurement Department Level 4).

Clarification notes will constitute an integral part of the RFP documentation, and it is the responsibility of bidders to visit this website and be aware of the latest information published online prior to submitting their bid.

## 7. Evaluation Process

### 7.1 Administrative Compliance

The Evaluation Committee will check the compliance of proposals with the instructions given in the RFP document, and in particular the documentation to be submitted in respect of **Clause 4 of this RFP; Submittal of RFP & Documentation to be submitted.**

Submitted Documentation will be checked against the annexed Administrative Compliance Grid – Appendix 3 to the RFP

Bids that are not accompanied with the mandatory ORIGINAL RFP Guarantee (Bid Bond) will be automatically disqualified.

*Note: Bidders will be requested to clarify/rectify, within two working days from notification, the RFP guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days. Failure to comply shall result in the RFP proposal not being considered any further.*

The RFP Evaluation Committee may invite bidders to supplement or clarify the documents they submit.

Bids which have been considered administratively compliant and satisfy the hereunder minimum eligibility requirements (eligibility criteria) in terms of;

- A. Minimum expected Office Space needed in sq meters,**
- B. Minimum expected Car Park Spaces,**
- C. Compliance with Respective Regulations**

shall be evaluated for Technical compliance as follows:

## **7.2 Technical Evaluation**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant bids' technical conformity in relation to the expected minimum requirements; finish & equipment as per clause 2.1 of the RFP document, the preferable location as per clause 2.2 of the RFP Document and the documentation requested by the Contracting Authority as per clause 4 of the RFP document.

**In order to carry out the Technical Evaluation the Authority shall have the right to visit the building/proposed premises during the evaluation period (upon respective appointment with the prospective lessor).**

The Authority may invite bidders to supplement or clarify the documents they submit.

When evaluating technical offers, each evaluator awards each offer a score out of a maximum 100 points in accordance with the criteria and any sub-criteria as outlined in the Technical Compliance Evaluation Grid – Appendix 4 to the RFP. The aggregate final score is arrived at by calculating the arithmetical average of the individual final score of each evaluator.

Only bids/proposals with average scores of at least 80 points will qualify for the financial evaluation.

Out of the bids/proposals reaching the 70 Point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = \frac{\text{final score of the technical offer in question} \times 100}{\text{final score of the best technical offer}}$$

## **7.3 Financial Evaluation**

The financial offers for the bids which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 80 points or more) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors.



In such case Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

The amount stated in the bid will be adjusted by the Evaluation Committee in the event of error, and the bidder will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Procurement Committee to communicate the revised price to the bidder. If the bidder does not accept the adjustment, his proposal/bid will be rejected and his bid bond guarantee forfeited.

The bid with the lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = \frac{\text{lowest financial offer}}{\text{financial offer of the bid being considered}} \times 100$$

#### **7.4 Award Criteria**

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the Technical Compliance Evaluation grid as found in Appendix 4 of this RFP document. No other award criteria will be used. The award criteria will be examined in accordance with the requirements of the RFP document.

The Most Economically Advantageous Bid is established by weighing technical quality against price on a 80/20 basis respectively. This is done by multiplying:

- the technical scores awarded to the offers by [0.80]
- the financial scores awarded to the offers by [0.20]

It is to be noted that Authority, has the right to reject the Most Economically Advantageous bid and is not bound to proceed with this RFP Procedure and that it reserves the right to cancel or award only part of the contract.

## **7.5 Confidentiality**

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.

The evaluation reports and written records, in particular, are for official use only and may not be communicated neither to the bidders nor to any party other than the Contracting Authority, the Central Government Authority, the Government of Malta, the Commission, the European Anti-Fraud Office and the European Court of Auditors.

## **8. Procedure for Appeals / Arbitration**

Prior to the expiration of the period of validity of RFP bids, the Contracting Authority will notify the successful bidder, in writing, that his proposal has been recommended for award, pending any appeal being lodged

Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information

- The Criteria for Award;
- The Name of the successful Bidder;
- The recommended price of the successful bidder;
- The score obtained by the unsuccessful bidder, and the score of successful bidder;
- The reasons why the bidder did not meet the technical specifications/ notification that the offer was not the cheapest ( if applicable);
- The deadline for filing an objection (appeal);
- The deposit required for lodging an appeal (i.e. Euro 5,000 - such amount shall be forfeited if the decision results against the appellant) .

For this RFP procedure the deadline for filing an appeal will be 5 (five) days from the receipt by the unsuccessful bidder/s of the above mentioned notification/s. Appeals will be heard by an ad-hoc committee appointed by the Central Government Authority. The appointed Committee will meet within 2 (two) weeks from the lodging of the appeal and will deliver the respective decision within 1

(one) week.

Proponents should be aware that, for all intents and purposes, this RFP process shall be governed, construed and enforced in accordance with the Laws of Malta and any dispute which may so arise in connection therewith, shall be construed as governed by such Laws and as falling under the exclusive jurisdiction of the Courts of the Republic of Malta and shall be finally settled by such Courts accordingly. By lodging a Proposal in terms of this RFP, a Proponent submits to the exclusive jurisdiction of the Maltese Courts in connection with any dispute as aforesaid and accepts to be bound by all the terms and conditions contained or referred to in this RFP.

## **9. Data Protection**

The information collected during this RFP procedure shall be processed in accordance to the Data Protection Act 2001. The information collected throughout this procedure is confidential and intended solely for the use of the Authority and will not be disclosed or copied without the consent of the respective proponent to anyone outside the Authority unless the law permits it to do so.

## **10. Forms & Appendices**

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### **To be filled by bidder**

Form 1 – Details of Bidder  
Form 3 – Minimum Criteria Checklist  
Form 4 – Non Collusive Bid Certificate  
Form 5 – RFP Submission Form  
Form 6 – Financial Bid  
Form 7 – Bidder's Declaration

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### **For Information Purposes**

Appendix 1 - Draft Contract Agreement  
Appendix 2 - Specimen Bid Bond Guarantee Form  
Appendix 3 – Administrative Evaluation Grid  
Appendix 4 – Technical Evaluation Grid (with Points)

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## Forms

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### ***Form 1 – Details of Bidder***

Name of Bidder/Joint Venture/Consortium			
Address of registered Office			
E-mail Address			
Tel. Nos.			
Fax Nos.			
Email address			
Mobile Phone No.			
VAT Registration No. (if applicable)			
Date of registration under the Companies Act ( if applicable)			
Contact person			
Signature		Date	
ID. Card No.			

Signature: .....

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

Date:.....

**Form 2 – Eligibility / Minimum Expected Requirements/Preferable Location -  
Criteria Checklist**

Bidders are to confirm that the building / premises proposed satisfies or exceed, the eligibility criteria, all the minimum requirements and the preferable location features by filling the hereunder **Form 2 – Eligibility / Minimum Expected Requirements/ Preferable Location - Criteria Checklist**

Bidders are invited to expand with additional details and remarks on the items that EXCEED the minimum requirements.

<b>Eligibility Criteria</b>	<b>Eligibility Criteria Met Yes/Exceeded</b>	<b>Remarks (Bidder may insert additional remarks on additional sheets)</b>
Minimum expected Office Space needed: 7,000m <sup>2</sup>		
Customer Reception Area to cater for 70 Customers at any one time		
Expected Minimum Car park Spaces to be available; 250 Spaces		
Compliance with respective regulations ; <ul style="list-style-type: none"> <li>• Compliant with OHSA Laws and MEPA Regulations and any other applicable regulations,</li> <li>• Compliant with KNPD “ Access for all Guidelines”,</li> <li>• Have a Mepa Permit Use for a class V in accordance to the Subsidiary Legislation LN53 of 1994 (Development Planning (Use Classes) Order, 1994) to be used for office use or in the process of obtaining one. It is to be noted that the Evaluation Committee reserves the right to request from the bidder the respective screening letter issued by MEPA indicating that such change of use is permissible.</li> </ul>		

<b>Minimum Expected Requirements *</b>	<b>Expected Min Requirements Met</b> <b>Yes/Exceeded</b>	<b>Remarks</b> (Bidder may insert additional remarks on additional sheets)
<b>Finishes and Equipment</b>		
Plastered and Painted (inside and outside)		
Having Properly secured External doors and windows,		
Ready with adequate flooring, i.e. tiles or carpeting, parquet etc		
Already serviced with a water and electricity meters		
Equipped with adequate mechanical and electrical installations,		
Equipped with Network points and respective IT Connections		
Fitted with toilet facilities adequate for the number of employees , customers indicated in the RFP document and persons with special needs		
Equipped with kitchenette points (water , drain and electricity) in each floor in case of a multi level building,		
Equipped with an adequate fire system		
Equipped with adequate heating/cooling installations to cater for the number of employees and customers as indicated in the RFP,		
Equipped with Vertical Transportation (Lifts) in case of a multi storey Building		

<b>Preferable Location features</b>	<b>Acceptable / Yes / No</b>	<b>Remarks</b> (Bidder may insert additional remarks on additional sheets)
Centrally Located		
Easily accessible and reached by employees and customers via the Public Transport ( refer to TM Geoportal <a href="http://gis.transport.gov.mt/">http://gis.transport.gov.mt/</a> )		
Close to arterial and distributory network of roads ( ( refer to TM Geoportal <a href="http://gis.transport.gov.mt/">http://gis.transport.gov.mt/</a> )		
Clear from all encumbrances and access obstructions, flash-flood risk free		
Preferably having the availability of additional public car park spaces in the vicinity		

**\*If the premises, at the time of submission of the bid do not satisfy the above requirements but the bidder undertakes that the premises will be equipped to the above requirements by July 2017, then it is deemed that the premises would have satisfied the above requirements (in terms of finish & equipment).**

**The bidder's undertaking is to be backed by a detailed plan of how he intends to equip and finish the premises by July 2017. This is to include all the documentation pertaining to the proposed plan including the details (but not limited to) of the;**

- Proposed finish of the building (internally and externally)
- Details of the proposed flooring and external doors and windows,
- Details re the supply of MEPA compliance certificate
- Details of the proposed Mechanical and Electrical Installation (including backing documentation, drawings and schematics),
- Details of the proposed network points and respective IT connections (including backing documentation, drawings and schematics),
- Details of the proposed toilet facilities and kitchenette points,
- Detail of the proposed Fire System including any drawings and schematics
- Details about the proposed heating and cooling installation to cater for the number of employees and customers as indicated in this RFP including any drawings and schematics
- Details of Proposed Vertical Transportation (lifts) to be installed in case of a multi storey building / premises
- A Gantt chart or Programme of Works indicating how such targets can be achieved and in the specified time frames

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

Date: .....

### ***Form 3 – Non Collusive Bid Certificate***

I/we, the undersigned hereby certify that this is a bona fide RFP Bid, and that I/we have not fixed or adjusted the RFP Bid Sum by or under or in accordance with any agreement with any other person submitting a the RFP Bid.

I/we also certify that I/we have not done and will not do at any time before the hour and date specified for the closing of submission of the RFP Bid any of the following acts:-

- a. Communicating to a person, other than the person calling for RFP Bids, the amount or approximate amount of the proposed RFP bid, except where the disclosure, in confidence, of this approximate amount of the RFP Bid was necessary to obtain insurance premium quotations required for the preparation of the RFP Bid.
- b. Agreeing or making arrangements with any person binding him to refrain from bidding or fixing the amount of any RFP Bid submitted;
- c. Offering to pay or give or agreeing to pay or give, any sum of money or other consideration directly or indirectly to any person for doing or having done in relation to any other bidder or potential bidder any of the acts described above;
- d. In this certificate the term “agreement or arrangement” includes formal or informal understandings, whether legally binding or not, and the word ‘person’ includes any person whether physical or legal

Signature: .....

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

Date: .....



## Form 4 – RFP Submission Form

### RFP BID SUBMISSION FORM

(A separate, distinct RFP SUBMISSION FORM must be submitted for EACH OPTION – submitted)

Publication reference: RFP 006/2016

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

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this RFP procedure. If a bid is being submitted by an individual bidder, the name of the bidder should be entered as 'leader' (and all other lines should be deleted)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

### B CONTACT PERSON (for this RFP)

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

**C Bidder's DECLARATION(S)**

**To be completed and signed by the bidder (including each partner in a consortium).**

In response to your letter of invitation to bid for the above contract, we, the undersigned, hereby declare that:

- 1** We have examined, and accept in full and in its entirety, the content of this RFP document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to RFP No 006/2016 of July 2016. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our bid offer not being considered any further.
- 2** We offer to provide, in accordance with the terms of the RFP document and the conditions and time limits laid down, without reserve or restriction, the lease of the respective Office space as detailed in the RFP document.
- 3** The total price of our bid (inclusive of duties, VAT, other taxes and any discounts) is:  
  
\_\_\_\_\_ **PER ANNUM.**
- 4** This bid/proposal is valid for a period of 180 days from the final date for submission of RFP bids/proposals.
- 5** We are making this application in our own right and **[as partner in the consortium led by < name of the leader / ourselves > ]** for this RFP [Lot No]. We confirm that we are not bidding for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the RFP procedure.
- 6** We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7** We accept that we shall be excluded from participation in the award of this RFP Procedure if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.
- 8** We agree to abide by the ethics clauses of this RFP document and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the

RFP procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other RFP in this procedure.

- 9** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 10** Our submission has been made in conformity with the RFP Document, and in this respect we confirm having included all the information requested by the RFP Document (as per clause 4 of the RFP Document). We understand that our bid/proposal may be rejected if we fail to insert all the documentation requested
- 11** We note that the Contracting Authority is not bound to proceed with this RFP Procedure and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_

Duly authorised to sign this  
Proposal on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
(if applicable) \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## ***Form 5 – Financial Bid***

**Note: If the bidder offers a discount, the discount must be absorbed in the rates of the Financial Bid.**

**The Maintenance rate shall include the following;**

- inspecting, repairing, servicing and replacing lighting and fire systems which were installed by the Lessor;
- inspecting, repairing, replacing and servicing the lifts and air-conditioning units which were installed by the Lessor;
- inspecting, repairing, replacing and servicing the surfaces of the building;
- the installations of water, electricity and other utility or services that have been installed by the Lessor and are connected with, and providing utilities or services to, the leased premises; and
- any other costs, charges or expenses which in the Lessor's judgment are necessary or desirable for the maintenance of the leased premises.

**Where any system/s are installed by the Lessee the Lessee will be responsible for the repairs, maintenance, servicing etc.**

Item No.	Description	Unit	Quantity offered by bidder	Rate Excluding VAT, & All Other Charges  <u>PER ANNUM</u>  €	VAT   €	Total including VAT, & All Other Charges  <u>PER ANNUM</u>  €
1.	<b>Total office Space</b>					
1.1	Total office space including common areas – finished as per the expected Minimum Requirements ( <u>maximum is to be capped at 7,500m<sup>2</sup></u> )	sq m				
2	<b>Maintenance</b>					
2.1	Maintenance Rate for all the total office Space including common areas etc	sq m				
3	<b>Car Parking Space</b>					
3.1	Car Parking Space Minimum 250 Car Park Spaces ( <u>maximum is to be capped at 300 car park spaces</u> )	Car Park Space				
	<b>Grand Total Including Vat (if Applicable) and all other charges c/f to RFP Submittal Form (Lease Per Year/ Annum)</b>					

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

Date: .....

**Form 6 – Bidder's Declaration**

1. I/We confirm that I/We are the owners of the site and/or have the right to lease the site and building which is the subject of this Request for Proposals.
2. I/WE confirm that the Premises are not the subject of ongoing legal cases, deeds etc
3. The premises will be ready for use in accordance with all the RFP requirements by not later than \_\_\_\_\_.
4. 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 including without limitation, trademarks, patents, copyrights or trade secrets.

Signature: .....

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

Date: .....

## Appendices

### Appendix 1 - DRAFT CONTRACT AGREEMENT

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

This contract is concluded between:

The Chairman  
Transport Malta  
Malta Transport Centre  
Xatt l-Għassara tal-Għeneb Marsa,  
MRS 1917

(hereinafter called “Contracting Authority”) on behalf of] on the one part, and

[Lessor]  
[Address]

(hereinafter called “Lessor”) on the other part,

Whereas the Contracting Authority is desirous that the respective Office Space is leased by the lessor;

#### **[Contract Title]**

and has accepted a proposal by the Lessor for the lease of such offices and respective Car park Spaces 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 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,
  - (e) the Lessor’s offer (including any clarifications made during adjudication),
  - (f) the financial offer (after arithmetical corrections)/breakdown,
  - (g) the RFP Submission form,
  - (h) any other documents forming part of the contract.

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

**10.** The minimum Obligations for the Lease Contract (once signed) shall be as follows:

The successful bidder (referred to as “the Lessor”) will be required to enter into a contract of lease with the Authority for a period of ten (10) years with the possibility of renewal for a further five (5) years at the sole discretion of Transport Malta. The following conditions shall apply:

- a) It is intended that the premises must be ready for use in accordance with all the above requirements by not later than July 2017.
- b) The Lessor warrants that he is the owner of the site and/or has the right to lease the site and building which are the subject of this Request for Proposals.
- c) 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.
- d) The Lessor shall indemnify and save harmless the Authority against and 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 the site, or arising from the performance of the works or part thereof or by any act whether by omission or commission of the Lessor, its officers, employees, agents, or sub-contractors. This clause shall survive the expiration of the Contract.
- e) The Authority does not warrant the accuracy of any representation which may have been made to the Lessor at any time prior to the conclusion of the Contract and the Lessor acknowledges that he did not rely upon any representation made by or on behalf of the Authority before submitting the Proposal or entering into the Contract.
- f) The award of the Contract does not exonerate the Lessor from the obligation of obtaining any permit and / or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- g) The Lessor shall have the right to access the site and the building by providing at least one week’s notice to the Authority. Access shall be exercised during the times advised to him by the Authority.
- h) The Lessor expressly waives its right to any abatement of any penalty he may incur in terms of this Agreement to which he may be entitled in terms of section 1122(1)(b) of the Civil Code.
- i) Ordinary repairs to, the leased premises shall be at the sole risk, cost and expense of the Lessee.



j) Extraordinary repairs shall be at the sole risk, cost and expense of the Lessor.

However, if such repairs:

- iv. are due to the fault, whether by an act or omission, or negligence of the Lessee; or
- v. are occasioned by the non-execution by the Lessee of the ordinary repairs or maintenance; or
- vi. after the extraordinary repairs are effected it is found that they have arisen due to the fault, whether by act or omission, or negligence of the Lessee,

then the Lessee must immediately fully reimburse the cost and expenses of such repairs.

k) The Lessor will be responsible for the hereunder maintenance

- inspecting, repairing, servicing and replacing lighting and fire systems which were installed by the Lessor;
- inspecting, repairing, replacing and servicing the lifts and air-conditioning units which were installed by the Lessor;
- inspecting, repairing, replacing and servicing the surfaces of the building;
- the installations of water, electricity and other utility or services that have been installed by the Lessor and are connected with, and providing utilities or services to, the leased premises; and
- any other costs, charges or expenses which in the Lessor's judgment are necessary or desirable for the maintenance of the leased premises.

Where any system/s are installed by the Lessee the Lessee will be responsible for the and repairs, maintenance, servicing etc.

#### **4. Consequences of delay**

Without prejudice to the Authority's right to dissolve the contract ipso jure, failure to deliver the site and/or building by the intended July 2017 as required in this document, shall in addition to any liabilities incurred by the Lessor under these Conditions and / or the Contract render the Lessor liable by way of penalty of up to €300 per day for the first 30 days and up to €500 per day thereafter unless the Authority, after having been notified by the Lessor is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the Lessor. In such case the

Authority shall decide the extent, if any, of the deduction. This is without prejudice to the right of the Authority to terminate the contract and obtain compensation for damages from the Lessor.

In the event of any of the following, the Authority shall have the right to carry out the works itself or request a third party to carry the works, at the cost of the Lessor, without prejudice to the rights of the Authority to recover from the Lessor, any damages incurred:

- c) Late delivery of the site and/or building in whole, or in part, or not in accordance with the requirements and specifications of this document, or outright failure to effect delivery of the site and/or building;
  - d) Abandonment of the Contract, provided that the Contract shall be deemed abandoned in any of the following circumstances:
    - (iv) The Lessor fails to commence Work within ten (10) working days from the date of the Letter of Acceptance or from the order to start work whichever is the later;
    - (v) The Lessor stops Work for five (5) consecutive working days without previously obtaining the written permission of the Authority;
    - (vi) The Lessor for any cause whatsoever, becomes unable or fails to carry out the Contract as agreed; or should he not progress with the Work in the manner intended by the Contract; or should his preparations for commencement or his subsequent rate of progress be slow, such that in the opinion of the Authority he will be unable to complete and deliver the Work by the expiration of the Contract Term; or should he refuse or neglect to comply with the directions given to him by the Authority.
5. In consideration of the payments to be made by the Contracting Authority to the lessor as hereinafter mentioned, the lessor undertakes to lease the office space in full compliance with the provisions of the contract.
6. The Contracting Authority hereby agrees to pay the Lessor in consideration of the leasing of Office Space subject of Request for Proposals and remedying of defects therein the amount of:
- Contract price (*including* VAT/other taxes): €..... Per Annum
  - Contract price in words:..... Euro

7. Rent/Lease will be paid quarterly in advance, within thirty (30) days of receipt of invoice

**The lease rate (per annum) will be fixed for a 10 Year Period. In case of Contract extension (beyond the 10 year period) the rate shall be reviewed and adjusted accordingly to the retail price index. For avoidance of any doubt the base index to be taken will be that as at 31<sup>st</sup> December 2017 and the resulting rate shall be fixed for the 5 years extension period.**

8. The provisions of this contract 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 contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.
9. 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 Contracting Authority, and one for the Lessor.

**Contracting Authority:**

**Lessor:**

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: .....

## Appendix 2 - SPECIMEN BID-BOND / GUARANTEE

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

Whereas the CHAIRMAN OF TRANSPORT MALTA has invited BIDS / PROPOSALS for LEASING OF PREMISES FOR OFFICE SPACE and whereas Messrs ..... [Name of Bidder] (hereinafter referred to as the Bidder) is submitting such a proposal in accordance with such invitation, we ..... [Name of Bank], hereby guarantee to pay you on your first demand in writing a maximum sum of Five Thousand Euros Euro (**€5,000.**) in case the bidder withdraws his proposal before the expiry date, if called upon to do so in accordance with the Conditions of this RFP.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

This guarantee is valid for a period of one hundred and eighty (180) days from the closing date of submission of proposal/bids, and expires on the 1<sup>st</sup> February 2017 Unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

Yours faithfully,

.....

Bank Manager

.....

Date

## Appendix 3 – Administrative Compliance Grid – RFP 006/2016

### **ADMINISTRATIVE COMPLIANCE GRID**

<b>RFP Ref No :</b>	RFP 006/2016	<b>Publication reference :</b>	RFP 006/2016
---------------------	--------------	--------------------------------	--------------

<b>RFP envelope number</b>	<b>Name of Bidder</b>	<b>Is language as required?</b>  (Y/N)	<b>Is documentation complete as per clause 4 (A) – (L) of the RFP?</b>  (Y/N)	<b>Bid Bond</b>  As per Clause 4(N) of the RFP  (Y/N)	<b>Forms 1 to 6</b>  As per RFP Clauses 4(m) and 9  (Y/N)	<b>Other requirements as required in the RFP</b>  (Y/N/Not Applicable)	<b>Overall decision?</b>  (Accept / Reject)
1							
2							
3							
4							
5							
6							
7							
8							

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

## Appendix 4 – Technical Compliance Grid – RFP 006/2016

Section	Maximum Score	Score
<b>Fit for office purpose</b>	<b>28</b>	
Fitted with toilet facilities adequate for the number of employees , customers indicated in the RFP and persons with special needs	3	
Natural light in the office space proposed	5	
Flexibility to divide into different offices and other areas as needed	5	
Generic office layout ( including aesthetics etc)	10	
Space for Canteen / Common Areas	5	
<b>Level of Finishes / Equipment as per the expected minimum requirements</b>	<b>37</b>	
Plastered and Painted (inside and outside)	2	
Having Properly Secured External doors and windows,	2	
Ready with adequate flooring, i.e. tiles or carpeting, parquet etc	3	
Already serviced with a water and electricity meter	3	
Equipped with adequate mechanical and electrical installations,	3	
Equipped with Network points	3	
Equipped with kitchenette points (water , drain and electricity) in each floor in case of a multi level building,	3	
Equipped with an adequate fire system	3	
Equipped with adequate heating/cooling installations to cater for the number of employees and customers as indicated in the RFP document.	10	
Equipped with Vertical Transportation (Lifts) in case of a multi storey Building. Full points will be given in case of one storey building	5	
<b>Preferable Location Features</b>	<b>20</b>	
Centrally Located	2	
Easily accessible and reached by employees and	5	

customers via the Public Transport ( refer to TM Geoportal <a href="http://gis.transport.gov.mt/">http://gis.transport.gov.mt/</a> )		
Close to arterial and distributory network of roads ( refer to TM Geoportal <a href="http://gis.transport.gov.mt/">http://gis.transport.gov.mt/</a> )	5	
Clear from all encumbrances and access obstructions , flash-flood risk free	3	
Availability of additional public car park spaces in the vicinity of the proposed premises	5	
<b>Commitment of availability of Premises</b>	<b>15</b>	
<b>Total</b>	<b>100</b>	