



REFERENCE NUMBER: TM004/2021

## TENDER FOR ON-GOING AND PERIODIC MAINTENANCE WORKS ON TMONE (HARBOUR MASTER LAUNCH)

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Date Published: 26<sup>th</sup> February 2021

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Deadline for Submission: 22<sup>nd</sup> March 2021

at 09:30am  
CET/CEST

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Tender Opening: 22<sup>nd</sup> March 2021

at 10:00am  
CET/CEST

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### IMPORTANT

Clarifications shall be uploaded and will be available to view/download from  
[www.etenders.gov.mt](http://www.etenders.gov.mt)

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

#### AUTHORITY FOR TRANSPORT IN MALTA

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## **IMPORTANT NOTE**

### **Submission of e-Tenders**

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) or through the e-ID Service via the MyGov website at [www.mygov.mt](http://www.mygov.mt). In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

### **Submission of Financial Offer**

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

### **Potential Conflict of Interest**

The following provision regarding Conflict of Interest as set out in Part I, Article 2 of the Public Procurement Regulations, S.L.174.04 is being brought to the attention of any interested Economic Operator

"conflicts of interest" shall at least mean any situation where any person, including staff members of the contracting authority or of a procurement service provider acting on behalf of the contracting authority, who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

## **TENDER FOR ON-GOING AND PERIODIC MAINTENANCE WORKS ON TMONE (HARBOUR MASTER LAUNCH)**

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### **1. General Instructions**

- 1.1 Through this Tender the Ports and Yachting Directorate within the Authority for Transport in Malta is seeking to enter into a Service Agreement with a contractor for the provision of on-going and periodic maintenance works to be carried out on the harbour master launch named TMOne owned by the Authority. A full list of repair and maintenance works to be undertaken annually or as may be required is available in the Terms of Reference/Technical Specifications.
- 1.2 This contract is for a period of three (3) years commencing from the last date of signing on the contract. Such period may be extended for a further period of one (1) year at the Authority's discretion. The maintenance works shall be carried out at the contractor's own premises and the time-limits for the execution of the repairs shall be as follows:
- within 4 weeks from date of notification that is raised by the Authority's official for annual inspection and periodic maintenance and
  - within two working days of being notified by the Authority's official for any other repairs that would need to be undertaken outside the scheduled maintenance.
- The INCOTERM2010 applicable shall be Delivery Duty Paid (DDP).
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research is €90,000.00 (ninety thousand Euro) over three years. The values quoted are exclusive of VAT.

The purpose of this value shall be for the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price, nor should this be considered as the amount that will be paid as this will depend on the works the contractor will be requested to perform.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. *However*, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

### **3. Lots**

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

### **4. Clarification Meeting/Site Visit/Workshop**

- 4.1 No clarification meeting/site visit is planned.

- 4.2 The last date on which the Contracting Authority (CA) shall issue a clarification is four days prior to the closing date of the tender, 16<sup>th</sup> March 2021.

## **5. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

Economic Operators are to complete the Eligibility Section through the tender response format <sup>(Note 2)</sup>

- (i) Details of Bidder. <sup>(Note 2)</sup>
- (ii) Details of Joint Venture (if applicable). <sup>(Note 2)</sup>

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).<sup>(Note 2)</sup>**

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under the any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.

- (ii) Declaration concerning Selection Criteria

(If applicable)

Provide the name/s of subcontractor/s and the relative percentage of works/services to be subcontracted. This information is to be submitted online through the tender response format. <sup>(Note 2)</sup>

### **(C) Specifications**

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>

**Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** <sup>(Note 2)</sup>

**Tenderer's Technical Offer (Technical Self Declaration Form)** <sup>(Note 3)</sup>

**(D) Financial Offer**

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)**<sup>2010</sup> (**Grand Total**) for the services tendered as per Tender Response Format. <sup>(Note 3)</sup>
- (ii) A filled-in **Financial Bid Form** (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail. This condition shall not apply to the financial bid forms constituting of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and corrected, as necessary and when applicable.

**Notes to Clause 5:**

*a) Not applicable for departmental tenders.*

*2. 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.*

*All Rectifications are free of charge.*

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

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

**6. Criteria for Award**

- 6.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the lowest price offer satisfying the administrative and technical criteria. The contract will be awarded to the tenderer submitting the cheapest financial bid. However for avoidance of any doubt, since this tender will be awarded on the cheapest price, the Authority will be reserve the right to alter such quantities during the course of this contract.

## SECTION 2 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

### Article 2: Notices and Written Communications

- 2.4 All communications must be made in English and are to be addressed to the Deputy Harbour Master, Ports and Yachting Directorate, Port Operations Centre, Winemakers wharf, Marsa MRS 1917

### Article 4: Subcontracting

- 4.1 As per General Conditions.
- 4.4 The Contractor shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees.
- 4.9 The Contracting Authority shall not be bound to the subcontractors and the legal relationship shall be solely with the Contractor as provided in the Public Procurement Regulations.

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

### Article 7: General Obligations

- 7.2 The Contractor shall perform the services/works under the contract with due care, efficiency and diligence, in accordance with the best professional practice.
- 7.3 The Contractor shall ensure that, when procuring items/parts which are intended to be used in the execution of this contract, items/parts procured are either original or approved by engine manufacturer.
- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted.



The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

Since the contract will be over a period of years for recurrent services, the performance Guarantee will cover the yearly/annual total contract value which shall be calculated proportionately.

- 7.15 The performance Guarantee shall be released upon expiry of the contract period; after the three-year period unless it is extended for a further one year.

### **Article 12: Indemnification**

- 12.3 At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect that might arise within six months following commissioning. The remedy of defects will apply only to the works/services rendered by the contractor and included in the report submitted by the Contractor to the Contracting Authority.

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

- 13.2 The service provider is to have in place the pre-requisite medical, insurance and security arrangements as required by law applicable as per General Conditions.

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

- 14.3 As per General Conditions.

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

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

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

- 16.4 Further to the provisions of the General Conditions, the Service Provider is to ensure that the right number of personnel with the right skills and qualifications capable of performing the tasks listed in the Terms of reference are employed.

In addition the contractor is to be properly equipped to provide the service as detailed in the Terms of Reference.

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

- 18.1 The Agreement will commence on date of last signature.

- 18.2 The Agreement will be valid for a period of three years from the date of commencement stipulated in the previous sub-Article 18.1. The Authority will terminate the contract either upon termination date or upon exhaustion of the allocated budget. The Authority also reserves the right to extend the contract for a further year if the budget allocated has not been used up.

- 18.3** Before commencement of any works, repairs and/or services, the Contractor shall submit a programme explaining how and when these will be executed for the approval of the Contracting Authority. The programme shall contain at least the following:
- a) the order in which the Contractor proposes to carry out the works, services or repairs;
  - b) the deadlines within which these will be carried out;
  - c) a general description of the methods which the Contractor proposes to adopt for carrying out the works, services and repairs; and
  - d) such further details and information as the Contracting Authority may reasonably require.

- 18.4** No material alteration to the programme shall be made without the approval of the Supervisor. If, however, the progress of the works does not conform to the programme, the Supervisor may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

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

- 19.2** The Contracting Authority shall, fix the date on which the works, repairs and or services are to commence and advise the Contractor accordingly.
- 19.3** The period of execution of tasks shall commence on the date fixed in accordance with Article 19.2. During the period of execution, the Contractor must finalise all the works to the satisfaction of the Contracting Authority including all items not completed correctly and defective work to be repaired.
- 19.4** If the service provider fails to provide the services covered by this contract as stipulated and within the time frames indicated in the agreement, the Authority reserves the right to subcontract the services to another entity and charge the service provider for such services and at a rate paid to the contracted party.

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

- 20.2** As per General Conditions.

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

- 24.1** Further to the provisions of the General Conditions, for each service/maintenance works rendered, the service provider is to submit a report on the works undertaken particularly describing the defects identified, maintenance works and repairs carried out, the parts replaced and any material used for the particular intervention. The report is to be submitted in written format and is to be attached with the tax invoice.

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

- 26.1** This is a unit-price contract. Payment will be made following each and every intervention and after the works carried out are inspected and approved by the Authority's official or a representative that is appointed for the purpose. The fee charged will be calculated using the hour/unit rates quoted in the Financial bid breakdown.
- The payments will be subject to the provisions of Articles 28 to 33 of the General Conditions:

- 26.2** As per General Conditions.

**Article 27: Pre-Financing Guarantee**

27.2 Not applicable.

**Article 30: Revision of Prices**

30.1 As per General Conditions.

**Article 32: Breach of Contract**

30.5 As per General Conditions.

**Article 34: Termination by the Contracting Authority**

34.1 As per General Conditions

## SECTION 3 -SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

**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. Background Information**

#### **1.1 - Beneficiary Country**

Malta

#### **1.2 - Central Government Authority**

Department of Contracts

#### **1.3 - Contracting Authority**

Authority for Transport in Malta (Transport Malta)

#### **1.4 - Relevant Country Background**

**The Maltese Archipelago** - The Maltese archipelago consists of the Islands of Malta, Gozo and Comino Islands, with a total population of more than 420,000 inhabitants over an area of 316sq km. Malta is the largest island with a coastline of 196.8 km while Gozo is second largest being approximately one third Malta's size with a coastline of 56.01 km. Comino is a significantly smaller island positioned between Gozo to the North West and Malta to the South East.

Malta's territorial waters extend to the full 12NM<sup>1</sup> and a further 12NM is officially recognized as the contiguous zone, established through the Territorial Waters and Contiguous Zone Act (Chapter 226). Malta's coastline is well indented with natural harbours as well as two established ports namely Valletta and Marsaxlokk.

**Shipping, ports and maritime activity:** Maritime activity takes place in Valletta and Marsaxlokk, although a number of other ports occasionally host ships on international voyages, usually passenger vessels. Both ports are capable of providing a comprehensive package of maritime services including towage, salvage, pilotage, victualling and provisions of all kinds of stores and supplies.

The Grand Harbour of Valletta is one of Malta's two main ports and a natural deep water harbour. This port also is a centre for berthing facilities (cruise liners, fishing vessels etc.) ro-ro shipping, fuel transfer, tank cleaning services, yacht-yards, ship-repair facilities and marinas. The Marsaxlokk port consists of the container terminal and industrial storage facilities which are

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<sup>1</sup> Nautical Miles

operated by the Malta Freeport Terminals and houses the storage facilities of oil products terminal operated by Oiltanking Malta Limited.

## 1.5 - Current State of Affairs in the Relevant Sector

The Ports & Yachting Directorate has a regulatory role in monitoring the maritime activities which take place within the internal and territorial waters of Malta and also manages port facilities which are under the control of the Authority, including yachting and mooring facilities. The Directorate is primarily responsible for ensuring that port users and service providers comply with legislation and contractual obligations, while at the same time promoting the efficient use of our port and maritime facilities. It also ensures the achievement of the right balance in the use of our waters for leisure and commercial operations.

The Ports and Yachting Directorate is responsible for:

- The promotion of port services and maritime activities;
- Preservation of good order in internal and territorial waters, including safety of navigation;
- Registration of small ships;
- Prevention and control of pollution, including the control of ship-generated wastes;
- The provision of a safe and efficient maritime transport system;
- Ensure the provision of technical nautical services, fire fighting facilities, supplies and other ship requirements;
- Licensing of marine commercial craft;
- The management of port facilities;
- Regulation of yachting and maritime leisure facilities;
- The compilation of maritime statistics;
- The organisation of mooring areas; and;
- The organisation of popular bays and swimmers' zones.

The enforcement of regulations particularly those aimed to ensure safety of navigation falls with the remit of the **harbour master**. **The role also includes** the security of the harbour, correct operation of the port facilities, issuing local safety information Notice to Mariners, oversee the maintenance and provision of navigational aids within the port, co-ordination of responses to emergencies, inspection of vessels and overseeing pilotage services.

To execute the above, the harbour master - Ports and yachting Directorate makes use of a launch named TMONE currently operated by the Directorate Port Inspectors. The TMONE is an 20 year old Aqua-Star 38 foot launch having forward 6 passenger accommodation and wheelhouse and aft open well deck. The launch is a twin-screw boat fitted with twin turbocharged Cummins 6BTA5.9-M2 diesel engines coupled with marine gearboxes. Access to the engines is through a hatch in the open deck area. 2 stainless steel fuel tanks are installed forward of the engine compartment forward bulkhead and 2 stainless steel freshwater tank are fitted aft of the engines compartment. The launch is equipped with 2 banks of 24 volts DC engine starting batteries and an inverter unit from 24 volts to 220 volts.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The purpose of this Tender is to enter into an agreement with a service provider to perform the required repair works and maintenance services on the Harbour Master launch TMONE. The periodic and on-going maintenance works are to be undertaken at the contractors own facilities.

### 2.2 - Specific Objectives and Results to be achieved

The periodic repair and maintenance works that need to be undertaken will amongst others include the following:

1. Cleaning and general maintenance of hull
  1. High pressure washing and sanding of existing anti fouling paint,
  2. Apply two coats of anti fouling paint,
3. Hull and below waterline:
  1. Replace zinc anodes
  2. Check underwater fittings
  3. polish to all round outside hull and stainless-steel handrail.

**Note: the vessel is to be brought ashore and left to dry before it sanded.**

4. Deck and topsides:
  1. Sanding and fairing as necessary exterior of superstructure and of bulwark
  2. Apply one coat of nonslip paint to decks as per paint manufacturers' instructions
5. Cabin and wheelhouse interior
  1. Decks to be applied with one coat of non-slip paint
2. Engine Room and bilges:
  1. Cleaning of engine room and bilges,
  2. Check bilge pump arrangements including bilge manifold and system level alarms, (audible) and indicators (visible) that are to be fitted in the bridge
  3. Maintenance of two Cummins 6 cylinder engines - Complete, inspection, replacement of parts (where necessary, with original parts or approved by engine manufacturer).
1. Changing/Replacement of Lubricating Oil, Lubricating Oil Filter, Fuel Filter, Coolant Filter
2. Check engine coolant and top-up or replace as necessary.
3. Check air cleaner restriction
4. Operate engine and check intake air system.
5. Check/Adjust valves, injectors and engine brakes.
6. Steam clean engine.
7. Check/Adjust torque on turbocharger mounting nuts and engine mounting bolts.
8. Replace hoses as required.
9. Visually inspect water pump impellor.
10. check shaft coupling/seals and cutlass bearings,
  11. Check electrical systems: wire harness, switch board, dedicated circuit breakers, main switches for the main batteries and emergency batteries,
12. Test navigation and radio equipment,
13. Other operational items may be undertaken in the course of works.

In addition to the above the Contractor may be required to perform any adhoc works/repairs that may be necessary throughout the year.

**Note:**

**All above works are to be carried out under the supervision of an appointed surveyor and are to be in line with the Code of Practice for the safety of Commercial Vessels Regulation 2002, as amended.**

The above list is not exhaustive as additional works may be identified.

Contrarily a decision may be taken at award stage not to undertake certain works listed. The final decision to perform/ or not such works will be taken by the Transport Malta representative.

Surface coating of wood, plastic and/or metal parts should be applied in accordance to the paint manufacturers instruction.

The products used for surface coating shall:

- Not contain hazardous substances that are classified according to Directive 1999/45/EC as carcinogenic (R40, R45, R49), harmful to the reproductive system (R60, R61, R62, R63), mutagenic (R46, R68), toxic (R23, R24, R25, R26, R27, R28, R51), allergenic when inhaled (R42) or harmful to the environment (R50, R50/53, R51/53, R52, R52/53, R53).
14. Cause heritable genetic damage (R46), danger of serious damage to health by prolonged exposure (R48), possible risks of irreversible effects (R68).
- Not contain more than 5% by weight of volatile organic compounds (VOCs).

For phtalates: no use is allowed of phtalates that at the time of application fulfil the classification criteria of any of the following risk phrases (or combinations thereof):

- R60, R61, R62, in accordance with Directive 67/548/EEC and its amendments.
- Not contain aziridine
- Not contain Chromium (VI) compounds

The Technical Offer shall constitute the following:

15. An indicative Work-Plan and/or the Programme of Works in relation to this tender. This shall incorporate mobilisation of works, execution of the various works, completion, commissioning and hand over of the vessel:
16. A description of any quality assurance system/s detailing what would be available for ensuring the successful completion of the works. Example an indication of the technicians or technical bodies involved, whether or not belonging directly to the economic operator's undertaking.

Dry docking facilities - The economic operator is to provide details of facilities and resources that will be provided for the execution of the contract objectives.

### **3. Assumptions and Risks**

#### **3.1 - Assumptions Underlying the Project Intervention**

The above list is not exhaustive as additional works may be identified. Contrarily a decision may be taken at award stage to not undertake certain works listed. The final decision to perform/ or not such works will be taken by the Transport Malta representative.

It is also being assumed that the contractor has the necessary capabilities to source and or manufacture the parts that need to be replaced.

#### **3.2 - Risks**

The works may be postponed in the event that the launched is urgently needed by the Authority.

## **4. Scope of the Work**

### **4.1 – General**

#### *4.1.1 Project Description - Provision of Service*

The purpose of the contract is to enter into an agreement with a service provider to perform the required maintenance works on the Harbour Master launch TMONE. The works are to be undertaken at the contractor's own facilities. As such bidders are to have the necessary personnel, facilities and equipment to carry out the works listed below.

### **4.2 - Specific Activities**

Through this contract Transport Malta will enter into an agreement with a service provider for the performance of maintenance works on the Harbour Master launch named TMONE and owned by the Authority for Transport in Malta. This maintenance is to be done at the contractor's own premises which are to be located within a Maltese port.

With regards to periodic maintenance, the service provider will be required to commence operations within four weeks of being informed by the Authority's representative.

On his part the service provider will be required to deploy the necessary resources as may be necessary to complete the works in the shortest time possible.

The specific activities to be undertaken are listed in section 2.2 of these Terms of Reference. Other works may be identified during the course of works.

The contractor is to appoint a Supervisor to oversee that work is carried out according to the required standards, and in line with manufacturers specifications. Supervisor/s of the selected service provider is to be qualified to perform the tasks/activities indicated.

On completion, the Contractor is to

1. Submit a report of the maintenance works undertaken,
2. Issue an invoice for services rendered that is to include a detailed list of works undertaken, parts replaced, and material used.

### **4.3 - Project Management**

#### *4.3.1 Responsible Body*

Ports and Yachting Directorate - Authority for Transport in Malta

#### *4.3.2 Management Structure*

The overall management of the operations for which the services are being requested lies with the following persons:

1. Chief Officer - Harbour Master
2. Deputy Harbour Master
3. Port Inspectors responsible for manning the MMA 1 and overseeing works undertaken.
4. Projects Manager - responsible for general administration and payment process.

#### *4.3.3 Facilities to be provided by the Contracting Authority and/or other parties*



As appropriate.

## **5. Logistics and Timing**

### **5.1 – Location**

The contractor will be requested to perform the described service at own drydocking facility.

### **5.2 - Commencement Date & Period of Execution**

This agreement shall commence on the date of last signature.

The duration of this agreement shall be of three years from the date of signature of this agreement. This can be less if the budget available is exhausted and or extended by a further one year if funds allocated have not been utilised.

## **6. Requirements**

The contractor must be authorised to perform the works listed. The facilities used by the contractor are to duly authorised by the designated Authority to perform the works listed.

### **6.1 – Personnel**

#### **6.1.1 Other Experts**

The contractor will be responsible to ensure that all employees engaged in one way or another to work on the launch are adequately trained. In particular the contractor shall ensure that the required number of personnel are available.

The contractor will also be responsible to ensure all employees hold the necessary qualifications and are adequately insured.

The appointed supervisor or his delegate are required to be on-site at all times while the work is being done.

#### **6.1.2 Support Staff and Backstopping**

As appropriate.

### **6.2 – Accommodation**

As appropriate.

### **6.3 - Facilities to be provided by the Consultant**

The Contractor shall ensure that an adequate number of personnel are engaged to execute the works. These need to be adequately supported and equipped. Furthermore the contractor is to have adequate dry docking facilities and the necessary tools and equipment for the safe and efficient execution of the tasks listed. If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each

consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

## 6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract.

The Operator is solely responsible, at its sole risk, cost and expense for the lifting and/or docking, required the repair and maintenance of the vessels.

## 7. Reports

### 7.1 - Reporting Requirements

Before commencement of an works, repairs and or services, the Contractor shall submit a programme explaining how and when these will be executed for the approval of the Contracting Authority. The programme shall contain at least the following:

- a) the order in which the Contractor proposes to carry out the works, services or repairs;
- b) the deadlines within which these will be carried out;
- c) a general description of the methods which the Contractor proposes to adopt for carrying out the works, services and repairs; and
- d) such further details and information as the Contracting Authority may reasonably require.

The service provider is to submit a report on the works undertaken particularly describing the defects identified, maintenance works and repairs carried out, the parts replaced and any material used for the particular intervention.

The report is to be submitted in written format and is to be attached with the invoice. The report is to be submitted with the invoice (Please refer/peg to Article 26 of the Special/General Conditions)

### 7.2 - Submission & approval of progress reports

The above-mentioned reports are to be submitted to the Deputy Harbour Master or his designate together with the relative invoice. The report must be written in English. The Deputy Harbour Master is responsible for approving the reports.

## **SECTION 4 - SUPPLEMENTARY DOCUMENTATION**

### ***4.1 - Draft Contract Form***

### ***4.2 - Glossary***

### ***4.3 - Specimen Performance Guarantee***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***4.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 4), for Supplies Contracts (Version 4) and for Services Contracts (Version 4) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

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

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

### ***4.8 - General Rules Governing Tendering***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).