



MINISTRY FOR GOZO

REFERENCE NUMBER: MGOZ Q 106/2016

FILE NUMBER: AGR 50/2016

**SUPPLY, DELIVERY, INSTALLATION AND
REPLACEMENT OF EXISTING DOUBLE LAYER
GREENHOUSE POLYTHYLENE AT THE
GOVERNMENT EXPERIMENTAL FARM GOZO,
PROJECTS AND DEVELOPMENT DIRECTORATE**

Date Published: 11/11/2016

Quotation Opening: 25/11/2016 At 10:00am CET

Participation is free of charge

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from <http://mgoz.gov.mt>

Ministry for Gozo

St. Francis Square, Victoria, Gozo VCT 1335
Tel: 22100222 Email: procurement.mgoz@gov.mt

SUPPLY, DELIVERY, INSTALLATION AND REPLACEMENT OF EXISTING DOUBLE LAYER GREENHOUSE POLYTHYLENE AT THE GOVERNMENT EXPERIMENTAL FARM GOZO, PROJECTS AND DEVELOPMENT DIRECTORATE

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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is the supply, delivery, installation and replacement of existing double layer greenhouse polyethylene at the Government Experimental Farm.
- 1.3 The place of acceptance of the supplies shall be at the Government Experimental Farm Xewkija, Gozo. The time-limits for delivery shall be within three weeks from issue of letter of acceptance or as and when required by the Projects and Development Directorate. and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit price contract.
- 1.5 This call for quotations is being issued under an open procedure.

## 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 17/11/2016 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 18/11/2016 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 25/11/2016 | 10:00am |

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

## 3. Lots

- 3.1 This quotation is not divided into lots, and quotations must be for the whole of quantities indicated. Quotations will not be accepted for incomplete quantities.

## 4. Variant Solutions

- 4.1 No variant solutions will be accepted. Bidders must submit a quotation in accordance with the requirements of the quotation document.

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## **7. Selection and Award Requirements**

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

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

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering. (included as part of the Bidder's Declaration) <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Quotation's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. <sup>(Note 2)</sup>

### **(B) Selection Criteria**

#### *Financial and Economic Standing*

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

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

- (i) Bidder's Technical Offer in response to specifications. <sup>(Note 3)</sup>

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

- (i) A filled-in **Financial Bid Form**.

#### **Notes to Clause 7.1:**

1. Bidders will be requested to clarify/rectify, within five working days from notification, the quotation guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

## **8. Criteria for Award**

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

## **9. Submission of Quotation**

The quotation must comprise the following duly completed documents, inserted in a single, sealed envelope:

- (i) Statement on Conditions of Employment
- (ii) Bidder's Declaration
- (iii) Financial Offer
- (iv) Bidders Details

All quotations must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box.

All packages must bear only:

- (i) the reference of the invitation to quotation concerned;
- (ii) the name of the bidder.

The quotations must be submitted in English and deposited in the tender box before the deadline. They must be submitted:

EITHER by recorded delivery (courier service) or hand delivered to:

**Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo**

Quotations submitted by any other means will not be considered.

No liability can be accepted for late delivery of quotations. Late quotations will be rejected and will not be evaluated.

Bidders may alter or withdraw their quotations by written notification prior to the above deadline. No quotation may be altered after the deadline for submission.

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in the same manner as the quotation submission explained above, and the envelope must also be marked with "alteration" or "withdrawal".

Quotations will be opened in a public session on the date and time indicated in the timetable at Clause 2 at the Procurement Unit, Ministry for Gozo, St. Francis Square, Victoria, Gozo. A 'Summary of Quotations Received' will be drawn up and affixed on the Contracts notice board at the Ministry for Gozo and shall also be available to view on the Ministry's website, <http://mgoz.gov.mt/en/Pages/Procurement/Notice%20Board/Notice-Board.aspx>

Reductions or alterations to quotation prices made by bidders after submission will not be taken into consideration during the analysis and evaluation of the quotations.

The Contracting Authority reserves the right to accept or reject any quotation and/or to cancel the whole quotation procedure and reject all quotations. The Contracting Authority reserves the right to initiate a new invitation to quote.

In the event of a quotation procedure's cancellation, bidders will be notified by the Contracting Authority.

In no circumstance will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a quotation, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

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

Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

## **11. Gender Equality**

In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Right of Recourse - Regulation 21 of the Public Procurement Regulations*

#### *Part IX of the Public Procurement Regulations*

Appeals from decisions taken after the closing date for the submissions of an offer

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 3 - SPECIAL CONDITIONS**

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

#### **Article 2: Law Applicable**

**2.1** The laws of Malta shall apply in all matters not covered by the provisions of the contract.

**2.2** The language used shall be English.

#### **Article 4: Communications**

Projects and Development Directorate,  
Ministry for Gozo,  
St. Francis Square  
Victoria, Gozo

#### **Article 7: Supply of Documents**

Not Applicable.

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

As per General Conditions

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



- 9.6 Sub-Article 9.6 is not applicable for Malta Funds.
- Article 10: Origin
- 10.1 As per General Conditions
- Article 11: Performance Guarantee
- Not Applicable
- Article 12: Insurance
- 12.1 Not Applicable.
- Article 15: Quotation Prices
- 15.1 As per General Conditions.
- Article 16: Tax and customs arrangements
- 16.1 As per General Conditions
- Article 17: Patents and Licences
- 17.1 As per General Conditions
- Article 18: Commencement Order
- 18.1 Contract shall commence within 3 weeks from the date of the Letter of acceptance.
- Article 19: Period of Execution of Tasks
- 19.1 The successful quotation offer shall be valid for a period of (1) one year and supplies will be as and when required by the Government Experimental Farm.
- Article 24: Quality of Supplies
- 24.2 As per General Conditions.
- Article 25: Inspection and Testing
- 25.2 Inspection shall take place upon delivery at the Government Experimental Farm, Xewkija, Gozo
- Article 26: Methods of Payment
- Payments will be made in Euro.
- 26.1 Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.
- Article 28: Delayed Payments
- 28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 28.2 Once the deadline laid down in Article 28.1 has expired:  
the Contractor may, within two months of late payment, claim late-payment interest: meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%); on the first day of the month in which the deadline expired. The late-payment interest shall apply to the time which elapses

between the date of the payment 'deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

#### Article 29: Delivery

- 29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.

#### *Article 32: Warranty*

- 32.1 This warranty shall remain valid for 33months after provisional acceptance.

#### Article 35: Breach of Contract

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

#### Article 41: Dispute Settlement by Litigation

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

This law is based on "Model Law" which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

## SECTION 4 - TECHNICAL SPECIFICATIONS

### Specifications and Conditions

Supply, delivery, installation and replacement of existing double layer greenhouse polyethylene at the Government Experimental Farm

The following are the items requested by the Directorate:

#### **1. Supply of polyethylene**

- a. The polythene (Polyethylene) should be clear film of gauge 200 microns (Minimum) guaranteed to last a minimum of thirty three (33) months.
- b. 6 Rolls of plastic each measuring 40 Metres by 9 Metres (Top plastic).
- c. 4 rolls of plastic measuring 40 metres by 3.5 metres (Side Vents)

#### **2. Installation of new polyethylene – both top and sides**

- a. Removing the grip strips and locking strips of the window vent and all surroundings.
- b. Remove inflation system from the lower polyethylene.
- c. Dismantling of existing old plastic film.
- d. Installation of new plastic film.
- e. Re installation of inflation system.
- f. The successful bidder must ensure that the installed plastic film must be appropriately tensioned, in order not to be damaged nor damage the greenhouse structure.
- g. Installation of grip strips and locking strips on all window vents.
- h. The Department reserves the right to request the successful bidder to tension the plastic film appropriately as and when necessary, if such works are not carried out satisfactorily.

#### **3. Greenhouse type**

- a. Structure – Multispan with 3 spans, with gutter vents.
- b. Dimensions – each span measures 38 Metres by 8 Metres.
- c. Height under gutter 3.5 metres.
- d. Polythene is fixed by grip strips and locking strips.
- e. Vents operate by a computer control.
- f. Vents are equipped with anti insect nets.

N.B.

1. The successful bidder must ensure that no damages occur during installation, otherwise he/she shall be liable for any damages.
2. A site visit is recommended prior to quotation submission.

## FINANCIAL OFFER

Quotation Title: Supply, Delivery, Installation and Replacement of Existing Double Layer Greenhouse Polythylene at the Government Experimental Farm in Xewkija, Gozo, Projects and Development Directorate.

Reference Number: MGOZ Q 106/2016

| Item | Description                                                                                                                                                                              | Quantity | Total cost including all other charges but <b>excluding</b> VAT |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------|
|      |                                                                                                                                                                                          |          | €                                                               |
| 1    | Supply, Delivery, Installation and Replacement of Existing Double Layer Greenhouse Polythylene at the Government Experimental Farm in Xewkija, Gozo, as per Section 4 Terms of Reference | 1        |                                                                 |
|      | <b>Total</b>                                                                                                                                                                             |          |                                                                 |

Signature: .....

Date: .....

N.B - Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.

## BIDDER DETAILS

(A separate, distinct Bidder Details Form must be submitted for EACH OPTION - if applicable - submitted)

**ONLY QUOTATIONS SUBMITTED IN THE STIPULATED FORMAT WILL  
BE CONSIDERED**

|                                    |  |
|------------------------------------|--|
| Company's Name:                    |  |
| Contact Person's Name and Surname: |  |
| Company's Address:                 |  |
| VAT Registration Number:           |  |
| Telephone Number:                  |  |
| Mobile Number:                     |  |
| E-mail address:                    |  |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ID: \_\_\_\_\_

**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 quotation 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 quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No MGOZ Q 106/2016 of 11/11/2016. 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 quotation offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the following supplies:
  - Supply, Delivery, Installation and Replacement of Existing Double Layer Greenhouse Polythylene at the Government Experimental Farm in Xewkija, Gozo
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
€.....
- 4 This quotation offer is valid for a period of **90** days from the final date for submission of quotations.
- 5 We are making this application in our own right for this quotation. We confirm that we are not bidding for the same contract in any other form. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the quotation 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 I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

- 8 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the quotation procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quotation in this procedure. We recognise that our quotation may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quotation.
- 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 quotation submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) **General Information** <sup>(Note 2)</sup>

Statement on Conditions of Employment

(c) **Evaluation Criteria/Technical Specifications**  
Bidder's Technical Offer <sup>(Note 3)</sup>



**Notes:**

1. *Bidders will be requested to clarify/rectify, within five working days from notification, the quotation guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

11 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 10(a) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

12 We note that the Contracting Authority is not bound to proceed with this invitation to quotation 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 quotation on behalf of: \_\_\_\_\_

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

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

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

Statement on Conditions of Employment

**Bidders are to ensure that self-employed personnel are not engaged on this contract.  
Non-compliance will invalidate the contract.**

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

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

Date: .....