



IMPORTANT NOTICE TO PROSPECTIVE BIDDERS

PROSPECTIVE BIDDERS ARE TO REGISTER THEIR RESPECTIVE CONTACT DETAILS AT INFO.CONTRACTS@GOV.MT SO THAT ANY CLARIFICATIONS / COMMUNICATIONS PERTAINING TO THIS TENDER PROCEDURE ARE COMMUNICATED TO THEM IN DUE TIME AS PER TENDER DOCUMENTS. ANY CLARIFICATIONS OR ADDENDA TO THE TENDER DOCUMENT WILL BE UPLOADED ON THE SAME WEBSITE. THE CENTRAL GOVERNMENT AUTHORITY SHALL NOT BE HELD RESPONSIBLE FOR ANY MISDEMEANOUR IF THIS CONDITION IS NOT ADHERED TO.



Tender part-financed by the **EXTERNAL BORDERS FUNDS 2011** (EBF)
Co-financing rate: 75% EU funds; 25% National Funds



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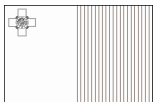
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**SUBJECT: TENDER FOR THE
SUPPLY OF RHIBs AND
HANDHELD THERMAL IMAGERS**



Tenders may be viewed/downloaded (free of charge) from:

www.contracts.gov.mt

IMPORTANT:

- Tenderers are to ensure that the mandatory tender guarantee (bid bond) of €8,500 (Eight Thousand Five Hundred Euro is to remain valid up to and including the 30 MAR 2012).

Clarifications shall be uploaded and will be available to view/download from www.contracts.gov.mt/tenders

Department of Contracts

Notre Dame Ravelin, Floriana FRN 1600, Malta. Tel: (356) 21220212. Fax: (356) 21247681 Email: info.contracts@gov.mt

SUPPLIES TENDER TEMPLATE

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VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

A. GENERAL PART

1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 The subject of this tender is the supply, manufacture, delivery, commissioning, after-sales services, training of the following goods:
- Lot No.1 - Supply of Three Rigid Hull Inflatable Boats c/w Trailers
 - Lot No.2 - Supply of Three Handheld Thermal Imagers
- 1.3 The place of acceptance of the supplies shall be Maritime Squadron, Armed Forces of Malta, Hay Wharf Base, Floriana - Malta, the time-limits for delivery shall be of not more than one (1) year from date of last signature of the Contract and the INCOTERM²⁰⁰⁰ applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit-price contract.
- 1.5 The tenderer will bear all costs associated with the preparation and submission of the tender. The Central Government Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.6 The Central Government Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority	Monday 10 th October 2011	
Last date on which additional information are issued by the Contracting Authority	Thursday 20 th October 2011	
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	Tuesday 25 th October 2011	10:00am

* All times Central European Time (CET)

3. Lots

- 3.1 This tender is divided into 2 lots. Tenderers may submit a tender for one lot only or all of the lots.
- 3.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration.

4. Financing

- 4.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of External Border Funds 2011 programme. 75% EU funds and the remaining 25% Government funds.
- 4.2 The beneficiary of the financing is the Armed Forces of Malta.

5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
 - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

6. Selection Criteria

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

In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator

This information must follow the form in Volume 1, Section 4 of the tender documents and include:

- A list of principal deliveries (minimum two) of a similar nature and explicitly catering for the same type of military operations as described in Volume 3 - Technical Specifications para.1.3 - Mission Profiles; effected during the last five years (Volume 1, Section 4).

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer. The Evaluation Committee reserves the right to request additional documentation in respect of the deliveries listed.

7. Only One Tender Per Tenderer

- 7.1 Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a subcontractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a subcontractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Central Government Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

9. Clarification Meeting/Site Visit

- 9.1 No clarification meeting/site visit is planned.

B. TENDER DOCUMENTS

10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- | | |
|----------|---|
| Volume 1 | Instructions to Tenderers |
| Volume 2 | Draft Contract <ul style="list-style-type: none">• General Conditions (available online from www.contracts.gov.mt/conditions)• Special Conditions |
| Volume 3 | Technical Specifications |
| Volume 4 | Model Financial Bid |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing to the Central Government Authority through:
- sending an email to info.contracts@gov.mt
 - online from the Registered Users' Questions and Answers facility within the tender's page
 - through www.contracts.gov.mt/contact-us
 - fax number +356 21247681
- up to 16 calendar days before the deadline for submission of tenders. The Central Government Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Department of Contracts (www.contracts.gov.mt/tenders) within the respective tender's page, under the subheading "Preview & Free Tender Documents, and Clarifications". Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Central Government Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

13. Law

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

C. TENDER PREPARATION

14. Language of Tenders

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Central Government Authority must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.
 - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Department of Contracts, for verification purposes only should the need arise.
 - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.
 - (d) All packages, as per (b) above, must bear only:
 - (i) the above address;
 - (ii) the reference of the invitation to tender concerned;
 - (iii) the number of the lot(s) to which the tender refers;
 - (iv) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):
- (a) An original bid-bond for the amount of € 8,500, in the form provided in Volume 1, Section 3^(Note 1)
 - (b) *General/Administrative Information*^(Note 2)
 - (i) Proof of Purchase of tender document (receipt) - Not Applicable
 - (ii) Statement on Conditions of Employment (Volume 1, Section 4)
 - (c) *Selection Criteria*
 - (i) *Financial and Economic Standing*^(Note 2)
 - (i) (No Evidence of economic and financial standing is required)
 - (ii) *Technical Capacity*^(Note 3)
 - (i) List of principal deliveries (Minimum 2) effected during the last five years (Volume 1, Section 4)
 - (d) *Evaluation Criteria/Technical Specifications*^(Note 3)
 - (i) Tenderer’s Technical Offer in response to specifications (Volume 3)
 - (ii) Literature
 - (e) *Financial Offer/Bill of Quantities*^(Note 3)
 - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; **a separate Tender Form is to be submitted for each option tendered, each form**

- clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid calculated on a basis of **Delivered Duty Paid (DDP)** for the supplies tendered inclusive of spare parts/after-sales services/training as applicable in the form provided in Volume 4.

Notes to Clause 16.1:

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

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

17. Tender Prices

- 17.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.
- 17.2 The tender must be submitted in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties, and any discounts. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; **a separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

VAT and all other taxes are to be quoted separately.

18. Currencies of Tender and Payments

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of supplies by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

19. Period of Validity of Tenders

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Central Government Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

- 20.1 The tender guarantee is set at (€8, 500) Eight thousand five hundred Euro and must be an original and valid guarantee presented in the form specified in Section 3. 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. It must remain valid up to and including the 23rd March 2012. The tender guarantee must be drawn up in the name of the Director General of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.

The tender guarantee (bid bond) is intended as a pledge that the tenderer 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 Director General of Contracts on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

Tender guarantees provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the Closing Date and Time of the tender will be automatically disqualified.

Tenderers will be requested to clarify/rectify, within two working days from notification, the tender 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, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the tender offer not being considered any further.

21. Variant Solutions

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

22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way

acceptable to the Central Government Authority.

- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Central Government Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Central Government Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in the Department's tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

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

**Department of Contracts,
Notre Dame Ravelin,
Floriana, FRN 1600
Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Central Government Authority will assume no responsibility for the misplacement or premature opening of the tender.
- 23.4 Variant Solutions are not allowed.

24. Extension of Deadline for Submission of Tenders

- 24.1 The Central Government Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Central Government Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

25. Late Tenders

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Central Government Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta by the General Contracts Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Department of Contracts and shall also be available to view on the Department's website, www.contracts.gov.mt/tenders.
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Central Government Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Central Government Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

- 30.1 The following should be read in conjunction with Clause 27.
- 30.2 **Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received.

In the case of a suppliers who are already supplying the product being offered, the tenderer may be exempted from submitting samples. However the specific brand name and the respective reference of the Letter of Acceptance/Contract must be clearly indicated in the tender submission.

30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. Financial offers are compared for each lot, and the financial evaluation will have to identify the best financial offer for each lot.

31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. 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.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

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

33. Right Of The Central Government Authority To Accept Or Reject Any Tender

- 33.1 The Central Government Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Central Government Authority reserves the right to initiate a new invitation to tender.
- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Central Government Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
 - (b) the economic or technical parameters of the project have been fundamentally altered;
 - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
 - (d) all technically compliant tenders exceed the financial resources available;
 - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

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

34. Notification of Award, Contract Clarifications

- 34.1 Prior to the expiration of the period of validity of tenders, the Central Government Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
 - (ii) the name of the successful tenderer;
 - (iii) the recommended price of the successful bidder;
 - (iv) the reasons why the tenderer did not meet the technical specifications/ notification that the offer was not the cheapest (if applicable);
 - (v) the deadline for filing a notice of objection (appeal);
 - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the General Contracts Committee shall be published on the Notice Board of the Department of Contracts, and published online on the Department's website, www.contracts.gov.mt/gcc.

35. Contract Signing and Performance Guarantee

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the

Central Government Authority, the successful tenderer will sign and date the contract and return it to the Central Government Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Central Government Authority, the successful tenderer will become the Contractor and the contract will enter into force.

- 35.3 Before the Central Government Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Central Government Authority may consider the acceptance of the tender to be cancelled without prejudice to the Central Government Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Central Government Authority.

The tenderer whose tender has been evaluated as second cheapest may be recommended for award, and so on and so forth.

- 35.5 Only the signed contract will constitute an official commitment on the part of the Central Government Authority, and activities may not begin until the contract has been signed by the Central Government Authority and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Period of Delivery

- 36.1 The period of delivery indicated in Clause 1.3 of the Instructions to Tenderers commences from the date of last signature of contract.
- 36.2 The Contractor must inform the Central Government Authority's representative by return that he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Central Government Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Central Government Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Central Government Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

- 38.1 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 Central Government Authority/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.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations 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 Central Government Authority in terms of the Act.

39. Gender Equality

- 39.1 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.

VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: CT3071/2011

SUPPLY OF RHIBs AND HANDHELD THERMAL IMAGERS TO THE AFM

File Reference Number:

A TENDER SUBMITTED BY

	Name(s) of tenderer(s)	Nationality	Proportion of Responsibilities ²
Leader ¹			
Partner ¹			
Etc ...			

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 tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer 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).

Supply intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost ³	Experience in similar supplies (details to be specified)
1			
2			
(.)			

B CONTACT PERSON (for this tender)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____
Address		
E-mail			

C TENDERER'S DECLARATION(S)

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

In response to your letter of invitation to tender 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 tender document (including subsequent Clarifications Notes issued by the Central Government Authority) for invitation to tender No [_____/_____] of [...../...../.....]. 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 tender offer not being considered any further.
- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

Lot No 1 - Supply of three RHIBs complete with trailers.

Lot No 2 - Supply of three Handheld Thermal Imagers.
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

Lot No 1: Euro _____

Lot No 2: Euro _____
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves >] for this tender [Lot No]. We confirm that we are not tendering 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 tender procedure.
- 7 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.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender 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 tender.
- 10 We will inform the Central Government 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.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) Tender Guarantee ^(Note 1)

o Bid Bond

(b) General Information ^(Note 2)

- o Proof of Purchase (Receipt) - Not applicable
- o Statement on Conditions of Employment

Selection Criteria ^(Note 2)

(c) Financial and Economic Standing ^(Note 2)

- Not Applicable

(d) Technical Capacity ^(Note 3)

- Experience as Contractor (Minimum 2 similar deliveries in last 5 years)

(e) Evaluation Criteria/Technical Specifications ^(Note 3)

- Tenderer's Technical Offer
- Literature.

(f) Tender Form, and Financial Offer/Bill of Quantities ^(Note 3)

Notes:

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

12 I acknowledge that the Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) 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.

13 We note that the Central Government Authority is not bound to proceed with this invitation to tender 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 tenderer: _____

Duly authorised to sign this
tender on behalf of: _____

Company/Lead Partner VAT No:
(if applicable) _____

Stamp of the firm/company: _____

Place and date: _____

VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

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

Whereas the Director of Contracts has invited tenders for the supply of RHIBs c/w Trailers and Handheld Thermal Imagers, and whereas Messrs [Name of tenderer] (hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we [Name of Bank], hereby guarantee to pay you on your first demand in writing a maximum sum of eight thousand five hundred Euro (€ 8,500) in case the Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

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 fifty (150) days from the closing date of submission of tenders, and expires on the 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

VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

1. *Statement on Conditions of Employment*

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 tenderer)

Date:

2 - List of Principal Deliveries

List of principal deliveries effected during the past five (5) years:

Description of Supplies	Total Value of Supplies	Date of Delivery	Client*/ Contracting Authority*

* In so listing the end clients, I am giving my consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the supplies provided to them.

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

Date:

3 - Literature

1. List of literature to be submitted with the tender:

Lot No.	Description
1	Literature pertaining to the Technical Specifications requested in Volume 3 - Technical Specifications.
2	Literature pertaining to the Technical Specifications requested in Volume 3 - Technical Specifications.

Signature:

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

Date:

VOLUME 1 SECTION 5 - GLOSSARY

Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the execution of the contract.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Central Government Authority: means the Department of Contracts

Contracting Authority: means the final beneficiary.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

Contract value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contractor: The successful tenderer, once all parties have signed the contract.

Day: Calendar day.

Dayworks: Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

Defects Notification Period: The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

Drawings: Drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

Engineer's representative: Any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

Equipment: Machinery, apparatus, components and any other articles intended for use in the works

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the Central Government Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Final acceptance certificate: Certificate(s) issued by the Engineer to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

Final Beneficiary: The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Engineer which modifies the works.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project Manager : The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority, where the latter is not the Central Government Authority.

Provisional sum: A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

Site: The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

Supervisor/Engineer: The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Works: Works of a permanent or temporary nature executed under the contract.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part XIII - Appeals

The procedure for the submission of appeals is stipulated in Part XIII of the Public procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

- (2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
 - (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
 - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
 - (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;
 - (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

VOLUME 2

VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: External Boarder Fund - 2011 Program.

Project: [Title and Number]

Contract Number: [Contract Number]

This contract is concluded between:

Department of Contracts
Notre Dame Ravelin
Floriana FRN 1600
Malta

(hereinafter called “The Central Government Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

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

Whereas the Central Government Authority is desirous that certain supplies should be supplied, manufactured, delivered, commissioned, etc... by the Contractor, viz.:

SUPPLY OF RHIBs AND HANDHELD THERMAL IMAGERS TO THE AFM

and has accepted a tender by the Contractor for the provision of such supplies and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The place of acceptance of the supplies shall be Maritime Squadron, Armed Forces of Malta, Haywharf Base, Floriana, the time limits for delivery shall be one (1) year from date of last signature of the Contract, and the INCOTERM²⁰⁰⁰ applicable shall be delivery duty paid (DDP).
3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the technical specifications,
 - (e) the Contractor’s technical offer (including any clarifications made during adjudication),
 - (f) the financial offer (after arithmetical corrections)/breakdown,
 - (g) the tender form,
 - (h) any other documents forming part of the contract.

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

4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compliance with the provisions of the contract.
5. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (*including* VAT/other taxes): Lot No.1 - €.....
- Contract price in words:..... Euro
- Contract price (*including* VAT/other taxes): Lot No.2 - €.....
- Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: one for the Central Government Authority, one for the Contracting Authority, and one for the Contractor.

Central Government Authority:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date:

Date:

VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Supply Contracts (Version 1.01 dated 15 March 2010) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

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.

VOLUME 2 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

Contracting Authority:

Capt. Etienne Scicluna
Project Leader
Maritime Squadron
Armed Forces of Malta
Hay Wharf Base
Floriana - Malta

Tel: (+356) 2249 5558
Mob: (+356) 9909 1177
Email: etienne.e.scicluna@gov.mt

The communication procedure shall be as per General Conditions

Article 7: Supply of Documents

- 7.1 The contractor must supply technical documentation covering the technical specifications as outlined in Volume III - Technical Specifications

Article 8: Assistance with Local Regulations

As per General Conditions

Article 9: The Contractor's Obligations

As per General Conditions

- 9.6 Any communication or publication by the contractor about the works, including at a conference or seminar, shall indicate that the project has received funding from the European Union under the External Border Fund - Annual Programme 2011 and after acquiring authority from the contracting authority for such dissemination.

Without prejudice to the above, the contractor shall do whatever necessary to bring the support and financing given by the European Union to the attention of the general public and the media and refer to this contribution in its internal and annual reports.

All documents concerning the project shall include a statement indicating that the project is co-financed by the Fund.

A permanent prominent poster of significant size shall be put up in the vessel's cabin/bridge stating the type and the name of the project and displaying the EU flag. The poster shall be vetted by the contracting authority before being installed.

Article 10: Origin

- 10.1 As per General Conditions.

Article 11: Performance Guarantee

- 11.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Central Government Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.
- 11.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee made payable to the Commander Armed Forces of Malta and shall remain valid until final acceptance.
- 11.7 As per General Conditions.

Article 12: Insurance

- 12.1 As per General Conditions.

Article 13: Performance Programme (Timetable)

Lot No.1 - RHIBs c/w Trailers

Tenderers must submit with their offer a **Binding Programme Table**, clearly indicating progress in work and fixed timelines, which will finally lead to the final delivery of the RHIBs c/w trailers.

This period of performance shall not exceed 1 calendar year from the date of last signature of the contract.

Article 14: Contractor's Drawings

- 14.1 The contractor must supply technical documentation covering the technical specifications as outlined in Volume III - Technical Specifications
- 14.7 As per General Conditions and in addition the following manuals and drawings are to be supplied before provisional acceptance;
- OBM Operation and installation manual (Hard and soft copy)
 - OBM Overhaul workshop manual (Hard and soft copy)
 - OBM Parts book
 - RHIB electrical system drawings
 - Navigation Equipment operation and installation manual (Hard and soft copy)
 - Trials record book
 - As fitted drawings set

All documentation manuals will be delivered in English language, in two (2) hard copies (one for the Small Boat Command and one for the technical office) and in two (2) soft copies (CD/DVD).

Article 15: Tender Prices

- 15.1 Tender prices shall be in Euros

Article 16: Tax and customs arrangements

- 16.1 As per General Conditions.
16.2 As per General Conditions.

Article 17: Patents and Licences

- 17.1 As per General Conditions and in addition, the contractor must bear any expenses incurred for any necessary patents and licences requested in Volume III - Technical Specifications.

Article 18: Commencement Order

- 18.1 Commencement Order is the date of last signature of the Contract.

Article 19: Delays in Execution

- 19.1 Subject to the provisions of the General Conditions and these Special Conditions, the supplies shall be completed within not more than the delivery period quoted by the Contractor and not exceeding one year from date of last signature of the Contract. Penalties per day of delay attributable to the Contractor and applicable in connection with Delays in Execution in the Programme Table referred in Article 13 above, shall be €500 per day of delay.

Moreover if the overall performance programme stipulated by the Contractor is exceeded (i.e. delays mentioned in paragraph above are not recovered) the Contractor will become liable to a penalty of €1000 per day in excess of the delivery period quoted by the Contractor, and this sum will be deducted automatically from any outstanding payments. This is done without prejudice to any other rights for damages that the Contracting Authority/the Central Government Authority may have.

Article 22: Variations

- 22.1 As per General Conditions.

Article 24: Quality of Supplies

- 24.2 Lot No.1 - Performance acceptance test and sea trials must be carried out before the provisional acceptance.
Lot No.2 - Performance acceptance test must be carried out before the provisional acceptance.

Article 25: Inspection and Testing

- 25.2 As per General Conditions.

Article 26: Methods of Payment

- 26.1 Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.

- 26.3 Payments are to be effected within 60 days, failing which the provisions of the Late Payments Directive will come into effect.

- 26.5 The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

Narrative	Euro (€) or Percentage (%)
Pre-financing Payment*	25% of contract value
Interim Payments	60% on delivery of goods.
Balance	15% final signature
Total	100 %

*The Pre-Financing payment shall only be paid to the contractor upon presentation a pre-financing guarantee issued by a bank in favour of the Central Government Authority, and which guarantee MUST cover the full amount of the Pre-financing Payment. The Pre-financing guarantee shall be released upon provisional acceptance.

- 26.9 As per General Conditions.

Article 28: Delayed Payments

- 28.1 As per General Conditions.

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 at the rediscount rate applied by the issuing institution of the country of the Contracting Authority on the first day of the month in which the deadline expired, plus seven percentage points. 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 remain the property of the Contractor subject to respect for the environment.

Article 31: Provisional Acceptance

Provisional acceptance shall take place upon the goods being handed over to the AFM representative at the AFM Maritime Squadron Base in Floriana, Malta subject to the completion of the works as mentioned in the attached technical specifications, after successful conduct and termination of the trials as per same technical specifications.

Article 32: Warranty

32.1 **Lot No.1 - RHIBs c/w Trailers:-**

Further to the Legal Guarantee, the contractor must offer;

- 24 months (2 years) Commercial Guarantee on the propulsion system (OBM), navigation equipment (Volume 3 - Technical Specs. Para 3.6), communications equipment (Volume 3 - Technical Specs. Para 3.7) and the electrical installation (Volume 3 - Technical Specs. Para 3.8).
- 60 months (5 years) Commercial Guarantee on the integrity of the hull, deck, collar and cabin.

If it can be foreseen that it will not be practical to return an item to the contractor for repair, to remove it to an alternate source for repair, or to replace the defective item, the Contracting Authority may repair, or require the contractor to repair, the item in place at the contractor's expense. In the circumstance where the client is to accomplish the repair, the contractor shall furnish at the place of delivery in Malta the material or parts, and the installation instructions required to successfully accomplish the repair. If there is the requirement for the involvement of specialized personnel for the conduct of the repairs, supervision, testing or certification, then all these related direct and indirect costs shall be borne by the contractor.

If repair or replacement of defective items is required, the contractor shall bear the expense of transportation for returning the defective item from the place of delivery in Malta to the contractor's plant and subsequent return.

The contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this article to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth above and shall run from the date of delivery of the corrected or replaced supplies.

Lot No.2 - Hand Held Thermal Imagers:-

Further to the Legal Guarantee, the contractor must offer 24 months (2 years) Commercial Guarantee on the whole item.

If repair or replacement of defective items is required, the contractor shall bear the expense of transportation for returning the defective item from the place of delivery in Malta to the contractor's plant and subsequent return.

Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this article to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth above and shall run from the date of delivery of the corrected or replaced supplies.

Article 33: After-Sales Service

33.1 Lot No.1 - RHIBs c/w Trailers:-

The contractor shall provide and secure the provision of reliable and regular after-sales for each RHIB for a period of ten years and including an on site availability within 24hrs of notification for the main propulsion engines and navigational equipment.

Lot No.2 - Handheld Thermal Imagers

The contractor shall provide and secure the provision of reliable and regular after-sales for each Handheld Thermal Imager for a period of five years.

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 there-under 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.

VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Contracts
Department of Contracts
Notre Dame Ravelin
Floriana FRN1600
Malta

[Date]

Dear Sir,

Our Guarantee Number for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [CT File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 11 of the Special Conditions the supplies as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

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

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and 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 in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization 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 or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....
[Signatory on behalf of Guarantor]

VOLUME 2 SECTION 5 - SPECIMEN PREFINANCING PAYMENT GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Contracts
Department of Contracts
Notre Dame Ravelin
Floriana FRN1600
Malta

[Date]

[Tender Reference]

Dear Sir,

We the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to [*Central Government Authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount*], corresponding to the guarantee mentioned in Article 26.5 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the pre-financing*] and shall be valid until full repayment of the same amount by the Contractor.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of this date.

Done at,/../..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

VOLUME 3 - TECHNICAL SPECIFICATIONS LOT 1

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.

Lot No.1 - RHIBs c/w Trailers

Section 1 - General Outline

1.1 Introduction

1.1.1 The Small Boat Command (SBC) within the AFM Maritime Squadron comprises of five medium range patrol boats, two SAR launches and a Rapid Deployment Team (RDT) which is a specialized unit designed to conduct ship boarding operations at sea.

Over recent years most of the RDT craft have reached the end of their serviceable life, thus forcing this unit to drastically decrease their patrols and boardings at sea. These type of operations are necessary to intercept would be illegal migrants attempting to circumvent border checks by pretending to be part of the crew or else be smuggled into the EU by fishing vessels, pleasure craft or merchant vessels.

1.1.2 This project is aimed to replace various RDT legacy craft with three new Rigid Hull Inflatable Boats (RHIB) complete with towing vehicles. This will enhance the team's operational profile with a niche capability indispensable to supplement blue border patrols conducted by the regular AFM patrol boats both in the inshore and coastal environment.

1.2 Statement of Intent

1.2.1 It is the intention of the AFM to conduct the procurement of Rigid Hull Inflatable Boats (RHIB) to completely replace the existing platforms. The scope of procurement will include the RHIBs, a 3-year spares package and training programmes for the designated crew and maintainers.

1.2.2 The tender specification laid out in this document describes the minimum requirements for the procurement of three (3) RHIBs.

1.3 Mission Profiles

1.3.1 RHIB will be expected to fulfill the following missions:

- Law Enforcement. Includes conducting patrols, monitoring illegal activity, conducting boardings of other craft, detaining suspects aboard, use of personal and craft-mounted weapons, communicating with other vessels, aircraft and shore facilities.
- Security Operations. Includes enforcing security zones, interdicting potentially hostile vessels, potentially disabling hostile vessels, communicating with other vessels, aircraft and shore facilities.
- Search and Rescue. Includes assistance to persons both aboard other vessels or in the water, transfers of medical cases, ongoing medical assistance, communicating with other vessels, aircraft and shore facilities.
- Operating at speeds in excess of 50Kts.

Section 2 - Definitions

2.1 Technical Requirements

2.1.1 Technical Requirements are those aspects that a proposal must satisfy in order to be considered technically compliant. All requirements must be satisfied by any proposal.

2.3 Parent Craft

2.3.1 It is well understood that RHIB are normally custom made and therefore differ from each other however the hull should be based upon a Parent Craft in order to satisfy maturity requirements and the need to implement the programme within the specified timeline.

2.3.2 The selected parent craft must demonstrate the operational use of the following key components which will be incorporated in the RHIB:

2.3.2.1 Hull Form and Construction Type should be identical to the Parent Craft.

2.3.3 As a minimum requirement, the Parent Craft must exist at least as a company demonstrator or an in-service craft not necessary tasked with the missions outlined in 1.4 above.

2.4 Sea States

2.4.1 Quoted Sea States will be as per the parameters in the below tables which replicate the World Meteorological Organisation sea state code.

WMO Sea State Code	Significant Wave Height (meters)	Characteristics
0	0	Calm (glassy)
1	0 to 0.1	Calm (rippled)
2	0.1 to 0.5	Smooth (wavelets)
3	0.5 to 1.25	Slight
4	1.25 to 2.5	Moderate
5	2.5 to 4	Rough
6	4 to 6	Very rough
7	6 to 9	High
8	9 to 14	Very high
9	Over 14	Phenomenal

2.5 Load Configurations

2.5.1 RHIB load will be divided into the following configurations;

- Patrol Load - Four crew members and full fuel
- Pursuit Load - Four crew members, full fuel and four men boarding team
- Boarding Load - Four crew members, full fuel and eight men boarding team

Weight per boarding team member including equipment is 100Kg.

Section 3 - General Requirements

3.1 Length

3.1.1 The length requirements of the RHIBs are based upon the ability to fit an eight men boarding team and the sea state it is intended to operate in. It shall also be able to fit in the present infrastructure:

3.1.2 Overall Length of the RHIBs must be no less than 11.50 metres (37.73 feet) but no more than 12.19 meters (40 feet), preferably capable to be shipped in a 40 foot standard ISO container (engines, cabin and inflated, collar not included).

3.2 Hull

3.2.1 Hull requirements could be one of the following two variants;

- Deep V-Hull having a V-angle not less than 24 degrees and not more than 28 degrees at the transom
- Stepped Hull having a V-angle not less than 20 degrees at the transom with a displacement weight in excess of 3.5Tons.

However, both variants must have sufficient chines in order to improve rolling stability and deflect spray which would be thrown up.

3.2.2 The material of the hull must be Glass-reinforced Polymer (GRP), Para-aramid synthetic fibre (Carbon Fibre), aluminium or a mixture of the above materials.

3.2.3 The following features must be fixed to the hull;

- One stainless steel D-ring in the bow above water line for trailer fixing and towing with a minimum pull rating of twice the boarding load weight.

- Two stainless steel D-rings in the transom, one on each side above the water line for towing with a minimum pull rating of twice the boarding load weight.
- Five stainless steel mooring cleats bolted to the hull; one in the bow area, two aft on both sides and another two abeam on each side

3.2.4 All brackets, bolts, nuts, pipe fittings and jubilee clips if used, are to be in marine grade stainless steel 316 unless otherwise specified or requested by the vessel classification society.

3.3 Engines

3.3.1 The RHIBs must be equipped with enough out board motors as determined by the contractor to achieve the required performance.

3.3.2 The engines must be four stroke and 2011 technology or newer.

The engine/s must be capable of meeting or exceeding the speeds mentioned in specification requirement 3.12 below

3.4 Deck

3.4.1 The material of the deck must be Glass-reinforced Polymer (GRP), Para-aramid synthetic fibre (Carbon Fibre), Aluminium or a mixture of the mentioned material and coated with a non-slip material.

3.4.2 The following features must be in place;

- Four (4) stainless steel lifting points designed to withstand the full load weight
- Lifting slings designed to withstand the full load weight
- Eight (8) tie down points along the outer-edge rated at 500kg each
- Structural re-inforcement in the bow area for tripod mounting of a 7.62 X 54mm light machine gun having a circular area of a 60cm diameter
- Eight (8) shock absorbant seats (jockey seats) positioned on the aft deck
- Drainage and self bailing system

3.5 Collar

3.5.1 Collar requirements must be all round, excluding the transom area and could be one of the following two variants;

- Inflated collar made of heavy duty hypalon with double-seams and fourfold intersection having the following features;
 - Minimum of six compartments
 - Inflation/deflation valve for each compartment
 - Pressure relief valve for each compartment
 - External heavy duty double rubbing strake on the whole length
 - Reinforcement belt in bow
 - Anti-slip application on complete upper surface of collar
- Foam/air combination collar with polyurethane fabric shell having the following features;
 - Inflation/deflation valve for each compartment
 - Anti-slip application on complete upper surface of collar

3.6 Cabin

3.6.1 The RHIB should have a cabin with 360 degrees visibility made of Glass-reinforced Polymer (GRP), Para-aramid synthetic fibre (Carbon Fibre), Aluminium or a mixture of mentioned material. Cabin must be open to the rear. All antennas, lighting and PA system are to be fixed on the upper side of the cabin.

3.6.2 The forward facing panes should be inclined at an angle in order to eliminate reflections and facilitate the use of night vision goggles from inside. Wash wipe system and dimisting heaters should be provided for the forward facing panes.

3.6.3 The cabin must include four seating places and three consoles. The consoles must be manufactured from Glass-reinforced Polymer (GRP), Para-aramid synthetic fibre or a mixture of both and bolted to the deck. The consoles must have inspection holes able to provide easy access to internal equipment.

3.6.4 The consoles should be designed as follows;

- STEERING CONSOLE

- Helm
 - Throttles
 - Outboard trim gauges
 - Outboard RPM gauges
 - Fuel gauges
 - Compass

- NAVIGATOR CONSOLE

- Navigation equipment as referred to in Para. 3.6
 - VHF Marine radio transceiver c/w digital selective calling (DSC) and MMSI No.
 - Multiband radio (Government Furnished Equipment) requiring a volume of 300mm x 300mm x 300mm.
 - Power availability for the same radios with each set drawing 10 Amps @ 24 volts.
 - Search light controls
 - Navigation lights switch panel
 - Siren/horn switch
 - Law enforcement blue light switch
 - Talk Back Public Address
 - Red/blue working light
 - 12V DC socket outlet (made of corrosion resistant marine grade material with interconnection system that securely locks the plug into the receptacle)

- ENGINEER CONSOLE

- Temperature gauges
 - Current gauges
 - Volt meter gauges
 - Outboard trim gauges
 - Fuel gauges
 - Outboard RPM gauges
 - Hour meter
 - High Bilge alarm display
 - 12V DC socket outlet (made of corrosion resistant marine grade material with interconnection system that securely locks the plug into the receptacle)

3.6.5 The four crew seats should be shock absorbent heavy duty bucket seats.

3.7 Navigation Equipment

3.7.1 The RHIBs should have the following navigational equipment interlinked together;

MULTIFUNCTION DISPLAY

- **Data Display Capabilities:** GPS, Chartplotter, Depth Sounder, Radar, External Video (Composite), CDI(Course Deviation Indicator), and customizable Window settings
- **Screen Dimensions:** No smaller than 12" (14" Preferred or 12" Flush Mounted)
- **Display Resolution:** 1280 x 800 pixels (wide XGA)
- **Display Type:** Sunlight viewable color TFT LCD
- **Waterproofing:** IPX6 standards
- **Display Windows:** Chart, Radar, Depthsounder, CDI, Data, Weather, Tutorial.
- **Screen Functions:** Full, half and quarter screens available.
- **Screen Illumination:** 0 to 100% Day/Night Mode.
- **Languages:** English (UK)
- **Alarm System:** Man Overboard
- **Human Interface:** hybrid Touchscreen user interface and full functionality also available using hard keys.
- **Network Configurations:** Single, dual or multi-display configurations (Available).
- **NMEA interface:** 4 inputs / 2 outputs (configurable baud rate) or more.
- **NMEA Compatible:** NMEA 2000 and NMEA 0183.
- **NMEA 0183 Input Protocols:** GLL, GGA, GLC, GTD, VTG, BWC, BWR, RMA, RMB, RMC, XTE, VHW, HDG, HDM, HDT, DBT, DPT, APB, VLW, MWV, WPL, RTE, DSC and ZDA. Selectable to 4800, 4800 Navtex, 9600 Navtex or 38,400 AIS
- **NMEA Output Protocols:** User selectable APB, BWC, BWR, DBT, DPT, GGA, GLL, MTW, RMA, RMB, RMC, RSD, TTM, VLW, VHW, VTG, WPL, VHF/DSC and ZDA
- **Operating Voltage:** 12VDC

CHARTPLOTTER

- **Cartography:** Ready-to-navigate European Maritime Charts including Detailed Maltese Waters. Compatible with Navionics Charts / Cmap Charts, and expandable Memory for chart updates (Flash Card Support).
- **Power:** 12VDC
- **Waypoints:** 1000 waypoints entered via touch, cursor, lat/lon, range and bearing from present position or at boat's position. Custom character name can be assigned. Waypoint symbols and groups. Additional storage available on Compact Flash cards.
- **Waypoint Transfer:** Waypoints database via NMEA and CompactFlash cards. Software also available to convert waypoints to Excel file.
- **Man Overboard (MOB Mode)**
- **Presentation Modes:** Head up, Course up or North up (selectable True or Mag-netic); Relative, Autorange, True Motion or Vessel offset Screen; Radar or chart-chart synchronization.
- **Routes:** A route plan may contain up to 50 waypoints. Up to 100 routes can be stored. Additional storage available on CompactFlash cards. SmartRoute to create a route from track history.
- **Track History:** 15 tracks with up to 3000 points. Track optimization reduces number of points used or user selectable time or distance interval. Additional storage available on CompactFlash cards.
- **Radar/Chart:** Overlay Radar image can be overlaid on all screen charts.
- **Weather Overlay:** Overlay on chart and access to Weatehr Reports from chart window.
- **AIS Overlay:** Switch AIS symbols on/off. Display heading/speed vectors and ROT. View detailed AIS data, safety critical target data, ALR and SRM messages. Set up a safe zone.
- **Navigation Information:** Own boats position in lat/lon, XTE, TTG and SOG/COG selectable. Bearing and distance to waypoint. Bearing and distance to cursor and ETA.
- **Alarms:** Anti-collision alarm (based on chart data and Radar Data)

RADAR SYSTEM

- **Voltage:** 12VDC
- **Radar Type:** HD Digital Open Array
- **Environmental:** Waterproofing standard IPX6
- **Scanner Power:** Minimum 6 KW
- **Scanner Size:** 4 Feet (Max)
- **Scanner Form Factor:** To be Mounted on Radar Arch
- **Transmitter/Receiver:** Minimum range scale 24Nm
Receiver bandwidth digital filter for each pulse length

AUTOMATIC IDENTIFICATION SYSTEM (AIS)

- **AIS Data Rate:** 9600 Bps
- **AIS Monitors:** all Class A and B (Receiving Only)
- **AIS Receiver Type:** Dual Channel (multiplexed)
- **Data Format:** NMEA 0183 / NMEA 2000
- **Power:** 12VDC
- AIS should be complete with GPS antenna and VHF/FM antenna

GLOBAL POSITIONING SYSTEM

- GPS display
- Two (2) GPS Antenna complete with auto switcher and Multiplexer for Chartplotter. 1antenna should be as master and 1 antenna should be as backup which will autoswitch if master antenna is not working.

3.8 Communications Equipment

3.8.1 The RHIB should be equipped with the following communications equipment;

PA SYSTEM/INTERCOM

- **Waterproof:** IPX6 loudhailer system.
- **Preset Signals:** Eight foghorn signals and a law enforcement siren signal.

- **Network Capable:** To connect the PA system to boat Flood alarm sensors for a loud security system.
- **Intercom:** With call button and a Jackplug to connect headphones and Mic.
- **Expandable:** Up to 4 stations.
- **Accessories Included:** Headphones and Mic Compatible with Intercom Jackplug system.

VHF MARINE RADIO TRANSCEIVER

- Digital Selective Calling
- 20 W PEP

MULTIBAND RADIO TRANSCEIVER

- Installation of a Multiband Radio (Government Furnished Equipment) and associated antenna requiring a volume of 300mm x 300mm x 300mm. Power availability for the radio 10 Amps @ 24 volts.

SATELLITE COMMUNICATIONS

- Fixed telephone
- Capable of accepting a pre-paid set up connection with a time window of more than six months

3.9 Electrical Installation

3.9.1 Each RHIB must have a minimum of four (4) Gel/AGM type batteries separated in two banks, one for engine service and the other to cater for the ancillary equipment onboard, and placed in a well ventilated compartment. The batteries should be minimum 75AH and having a reserve capacity of 150min.

3.9.2 The following items/set-up should also be in place;

- Three (3) Main switches: one (1) on each bank and another one (1) between banks for parallel function
- DC panel with circuit breaker ON and OFF according to the load rating
- All electric cables marked and enclosed
- Two (2) battery static chargers of 80AH each, Input 230V AC 50Hz Output 12V DC complete with a Main Switch on each charger
- Implementation of a fail safe system between Static Charging and Alternator Charging
- Water tight shore supply socket outlet fitted
- 20 m shore supply cable
- Four (4) 12V DC socket outlet (made of corrosion resistant marine grade material with interconnection system that securely locks the plug into the receptacle)

3.9.3 The RHIB is to be equipped with two (2) searchlight having the following specifications;
Fixed mounted remote controlled searchlight;

- Minimum candle power 150, 000
- Easy replaceable halogen beam with focus
- Electrical 360 degree horizontal rotation with fast and slow speed
- Elevation Up 18° Down 30° with fast and slow speed
- 12V DC power
- 2 Remote stations having ON, OFF, Focus, Horizontal and Vertical controls
- Internal brake system in order to relieve load on internal gear
- Protection degree IP56
-

Portable searchlight

- 12V DC portable search light c/w DC socket outlet (made of corrosion resistant marine grade material with interconnection system that securely locks the plug into the receptacle)
- Minimum candle power 100, 000

3.9.4 Each compartment must have fixed bilging systems, one electric system and another manually operated. The compartments shall have high level water alarms.

3.9.5 The RHIB must be equipped with navigation lights as described in Part C of the Collision Regulations for such boat.

3.10 Vessel Classification

3.10.1 The complete boat shall be designed and have received plan approval in accordance with the rules of a member society of the International Association of Classification Societies (IACS) applicable to this type of craft, effective at the time of the design. Must receive plan approval prior to construction in accordance to the rules of a member of IACS.

3.11 Service Life

3.11.1 The minimum requirement for the Service Life of the hull is 10 years.

3.12 Speed

3.12.1 Top speed is defined as the maximum speed achievable for a minimum of 2 hours in an air temperature of 45 degrees Celsius and water temperature of 30 degrees Celsius with the vessel in the Pursuit Load condition and operating in Sea State 0, clean hull.

3.12.2 The requirement is for a minimum speed of 55 knots.

3.12.3 Cruise speed is defined as that speed at which the craft can achieve maximum fuel efficiency in the Pursuit Load condition and operating in Sea State 0, clean hull.

3.12.4 The requirement for a minimum cruise speed of 30 knots.

3.13 Endurance

3.13.1 Endurance is defined as the duration in hours the craft can stay away from port without replenishing.

3.13.2 The minimum requirement is an endurance of 8 hours operating at the cruise speed as defined in 3.11

3.13.3 The fuel tank should be separated for each Outboard Motor (OBM) and made of stainless steel. All fuel tanks should be interconnected to each other with a fixed water separating system besides the one provided by the OBM. The 15% fuel reserve should be in a separate tank and manually operated.

3.14 Seakeeping

3.14.1 RHIB designs shall be capable of navigating on all headings at max speed up to minimum of Sea State 3 as defined in 2.5 above, cruising speed up to minimum Sea State 4 as defined in 2.5 and should be able to survive (move to, maintaining steerage speed) up to minimum of Sea State 5 as defined in 2.5 above.

3.15 Stability

3.15.1 Stability and reserve buoyancy shall be in accordance with the rules of a member society of the International Association of Classification Societies (IACS) applicable to this type of craft, effective at the time of the design.

3.16 Trailer

3.16.1 Each RHIB must have a dedicated galvanised trailer used to launch and recover same RHIB into the water. The trailer must comply with the requirements of directive 2007/46/EC and must have;

- One single axle
- Trailer nose weight must not exceed 150Kg
- Braking system (over-run brakes)
- Winch
- Braking and side lights with a 13 pin socket
- Jockey Wheel
- Rubber Rollers

3.17 Safety & Lifesaving Equipment

3.17.1 As a minimum requirement, all safety and lifesaving equipment aboard the RHIBs shall be accordance with the rules of a member society of the International Association of Classification Societies (IACS) applicable to this type of craft, effective at the time of the design. In addition, as a minimum requirement, the RHIB shall be equipped with an additional 8-person liferaft.

3.17.2 The RHIBs must be equipped with the following;

- 1 X 406MHz EPIRB in float free external mounting
- 1 X SART
- 3 X Fire Extinguishers
- 2 X Red Parachute Flares
- 2 X Red Hand-held Flares
- 2 X Orange Smoke
- 2 X Watertight cylinders for the storage of flares
- Carry on First Aid bag

Section 4 - Support & Logistics

4.1 Maintenance Levels

The maintenance strategy proposed is based on three maintenance levels:

4.1.1 Operational Maintenance Level is the group of check-up preventive and corrective maintenance actions performed by the crew or with outside help, using the specific knowledge, tools, components, equipment, modules, spare parts and documentation, defined by the Maintenance Plan under the crew's responsibility.

4.1.2 Intermediate Maintenance Level is the group of preventive, corrective, rehabilitation and modification actions that will be done in the Owner's facilities with the craft on the hard. It also includes the rehabilitation of selected module equipment or components, delivered by the supplier whenever they correspond to the level of repair of the Owner.

4.1.3 Depot Maintenance Level is the group of maintenance actions, which due to their complexity and magnitude, or to the fact that they exceed the corresponding work load of the Intermediate Level, shall generally be carried out by the Industry/Supplier. The corresponding maintenance actions of this level will be preferably be carried out during the periods of restricted availability during which it will also be possible to repair the equipment that exceed the Intermediate Level requirements.

4.2 Spares Package

4.2.1 Bids are to include a spares package which should be designed to support operation of all of the craft for a period of three (3) years with an assumption of 500hr operation yearly. This spares package should include:

- All Spares mandated to be aboard in accordance with the requirements of the member society of the International Association of Classification Societies (IACS) applicable to high-speed naval/coastguard craft to which the craft has been built.
- All spares required for routine maintenance of all systems foreseen for three-year period. These should include all consumable items with the exception of POL (Petroleum, Oil & Lubricants).
- One RHIB complete set of main engines. Complete should be interpreted as the complete automotive section of the engine as well as auxiliary items such as starter, alternator etc. to such an extent that the engine can be used as a drop-in replacement for an installed unit.
- Four propellers this should comprise a set of two port and two starboard.
- One complete navigational equipment as described in Para. 3.6
- One VHF Marine as described in Para. 3.7
- All of the following;
 - 3 X Complete Throttle controls set (complete with cables if applicable)
 - 2 X Steering Hydraulic pump and cylinder seal kit
 - 2 X Steering Hydraulic pipe set
 - 1 X Gauge set
 - 3 X Thermostat c/w gasket
 - 3 X Water pump housing c/w gasket
 - 2 X Full engine gasket set
 - 1 X Starter
 - 1 X Alternator
 - 3 X Zinc anode sets
 - 3 X Timing belts (if applicable)
 - 3 X Alternator drive belt (if applicable)
 - 3 X Sea water impellers
 - 6 X Sets spark plugs

4.3 Documentation

4.3.1 The yard will deliver the following documentation

- OBM Operation and installation manual
- OBM Overhaul workshop manual
- OBM Parts book
- RHIB electrical system drawings
- Navigation Equipment operation and installation manual
- Operation and installation manual of equipment installed
- Trials record book
- As fitted drawings set

All documentation manuals will be delivered in English language, in two (2) hard copies (1 per boat and one for technical office) and in 2 soft copies (CD/DVD).

4.4 Labeling & Packaging

4.4.1 All labeling aboard the vessels will be in the English language.

4.4.2 Spares provided should be protected with a preservation method that should protect items from deterioration due to corrosion, damage or other hazards. Each item must be clearly labeled with at least the following information:

- Item Part Number
- Item Description
- Quantity
- Date of packing
- Manufacturer Identification
- Special Note about handling precautions if necessary
- Bar Code if necessary

4.5 First Outfit

4.5.1 In addition to the spares package, the scope of delivery should include the following package of First Outfit items for each boat:

Night vision enhancement (1 set for each RHIB - 3 total)

Each RHIB must be equipped with one night vision binocular having the following specifications;

- o Weight not exceeding 0.8kg
- o Binocular vision
- o Tube generation 4
- o Head and helmet mounts
- o Comply with military standard MIL-STD 810 F
- o Range of focus 0.25m to infinity
- o Field of view 40°
- o IR indicator
- o Low battery indicator
- o Battery type CR123A or AA

Personal Equipment (1 set for each RHIB crew member - 12 total)

- Inflatable lifejacket with CO2 inflation, manual only.
- Foul weather suit, (sizes to be specified at a later stage);
 - Jacket and Trouser must be of the same dark blue or black colour
 - Jacket must be constructed with three layers;
 - Base layer - worn next to the skin
 - Insulating layer - made from synthetic thermal fibres
 - Outer layer - made from waterproof material
 - Adjustable hood which packs away into the outside of the collar
 - Adjustable double cuffs
 - Waterproof seams
 - Trousers must be chest high waterproof fit
 - Reinforced material on knees
 - Adjustable braces
 - Waterproof seams
- Matt black light weight helmet.

Office Equipment (monitoring and administration of RHIBs)

- 1 x Laptop Computer c/w Operating System and office package compatible with Windows XP and Office 2007.

- 1 x Combined printer/scanner/photocopier.

Deck Equipment

- Appropriate anchor with 3 meters galvanised chain and 40m rope
- Sea anchor
- 12V electric pump with socket outlet (made of corrosion resistant marine grade material with interconnection system that securely locks the plug into the receptacle) complete with the necessary attachments for the inflatable collar
- Appropriate bellow pump
- 6 x inflatable fenders (Diameter 21 - 25 cm Length 70 - 80 cm)
- 6 x 20 metre mooring lines (22mm Braided line).
- 3 x 20 metre heaving lines (8mm Braided line).
- 2 x boat hooks.
- 1 x full-body safety harness.
- 1 x floatable rescue line of 20 metres.

Tools

Complete tool-kit to allow all Operational Level Maintenance to take place on all installed equipment.

Damage Control Equipment

Complete damage-control kit permitting emergency repair to hull, pipework and inflatable collar.

4.6 Training

4.6.1 The contractor must provide training for six Maritime Squadron personnel in high speed craft driving (in excess of 60 Knots) by a certified school being based in Malta or abroad. Should the training be carried out abroad, the contractor must pay for the travelling costs and an allowance of two hundred euro (€ 200) per person per day.

4.6.2 The contractor must provide training for four Maritime Squadron personnel in Operational Maintenance Level of the outboard motors. Should the training be carried out abroad, the contractor must pay for the travelling costs and an allowance of two hundred euro (€ 200) per person per day.

Lot No.2 - Handheld Thermal Imagers

Section 1 - Definitions

1.1 Minimum Requirements

1.1.1 Minimum Requirements are those requirements that a proposal must satisfy in order to be considered technically compliant. All minimum requirements must be satisfied by any proposal.

Section 2 - General Requirements

2.1 Sensor Type

2.1.1 The Thermal Imaging Binocular must have a sensor utilizing Microbolometer or improved performance uncooled technology

2.1.2 Resolution for thermal imager must not be less than 640 X 480 pixels in size.

2.1.3 TV sensor type (day camera) must be in full video colour.

2.2 Detection and Recognition

2.2.1 The Thermal Image Binocular must be able to detect human sized objects (approx. Size of 170cm x 40cm) in a range of not less than 1000mts.

2.2.2 Human sized objects recognition must take place in a range not less than 400mts

2.3 System Features

2.3.1 The Thermal Imaging Binocular must be able to perform target data acquisition through a target data record that provides target marker, azimuth, elevation, distance, global positioning (GPS) and target snapshots of the scene both during Thermal imaging and normal TV mode and then be able to store captured images to an internal memory able to store at least 500 or more images. Preferably captured images can be stored on some type of removable media like extractable memory cards. Memory card should have enough memory to store a minimum of 500 or more images.

2.3.2 Since device may be used for continuous remote video operations it must have a video output connection which faithfully reproduces the observed scene and then be able to feed the signal to another system. Therefore device has to be able to be configured for tripod use.

2.3.3 Device must have at least a minimum of 2 X digital zoom while operating thermal imaging and 4 X optical zoom while operating the TV sensor mode (Day camera).

2.4 Power

2.4.1 The Thermal Imaging Binocular must be self-powered using commercially available rechargeable batteries (ex. AAA, AA, C, D type etc...). Internal power (batteries) should be able to provide not less than four hours of continuous operation.

2.4.2 The device must also have the possibility to be powered using an external DC power source for situations where longer monitoring times are required. Such external sources can consist of a 240/110V AC DC adapter or 12V DC socket inlet.

2.5 Environmental

2.5.1 Being used for military and maritime applications the Thermal Imaging Binocular must have housing durable and rugged enough to protect its internal optics and components from accidental shocks and vibrations which can happen during continuous use or transportation. Device housing should be air/water tight (IP66 or above) in order to avoid ingress of dust, fresh/salt water or any foreign matters which may harm internal optics and components. Also housing must be resistant to abrasion and corrosion while video/data/power connections must be resistant to corrosion and have protective plugs for when not in use. The Thermal Imager has to comply with military standard MIL-STD 810F

2.5.2 The Thermal Imaging Binocular must be able to continuously operate efficiently in harsh climate environments which can consist of heavy rains, fog, high humidity, high winds and high UV index(direct sunlight) and ambient temperatures of -20deg.C to +50deg.C without damaging the device.

2.6 Physical Characteristics

2.6.1 Device dimensions must not exceed 23cm x 22cm x 12cm or 6000cub.cm in volume. Weight should not exceed 3kg including batteries.

2.7 Outputs and Interfaces

2.7.1 The Thermal Imaging Binocular must have a colour video output connection with a PAL/NTSC format and a control and command connection for interfacing during remote viewing operations with a mobile PC. The Thermal Imaging Binocular must also have an interface connection for data/image downloads.

Section 3 - Support and Logistics

3.1 Optional Accessories

3.1.1 The following accessories must be provided;

- One storage/transport case made of a hard shell with foam insert and lockable.
- One lighter soft case padded complete with zippered compartments.
- A complete operating set of rechargeable batteries.
- A complete lens cleaning kit in a pouch.
- All necessary cables for interfacing and remote video connectivity and memory card for image storing.

Power cables must also be provided.

- Collapsible tripod complete with attachments extendable to not less than 1.5mts.
- Battery charger and adapter/charger for external power source.
- Operators manual.
- Lens protecting cover

3.2 Documentation

3.2.1 The contractor must provide the following documentation;

- User's Manual
- Maintenance Manual

Part 2 -The Contractor's Technical Offer

VOLUME 4 - FINANCIAL BID LOT 1

Breakdown of Costs

Tender Title: SUPPLY OF RHIBs AND HANDHELD THERMAL IMAGERS
Advert Number: [.....]

Lot No.	Description	Quantity	Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €	Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €
1	Supply of RHIBs complete with trailers.	3		

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

Date:

VOLUME 4 - FINANCIAL BID LOT 2

Breakdown of Costs

Tender Title: **SUPPLY OF RHIBs AND HANDHELD THERMAL IMAGERS**
 Advert Number: [.....]

Lot No.	Description	Quantity	Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €	Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €
2	Supply of Handheld Thermal Imagers.	3		

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

Date: