



TAQSIMA PROPRIETÀ TAL-GVERN

Berga tal-Baviera, Valletta VLT 2000

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TAGHRIF GHALL-OFFERENTI

Mejju 2008

Nota - Dan id-dokument jinkludi verżjoni bil-Malti u oħra bi-Ingliz (inzel iktar 'l isfel)
Note - This document contains a version in Maltese and another in English (scroll down)

OFFERTI GHAT-TRASFERIMENT TA' PROPRJETÀ IMMOBBLI TAL-GVERN - TAGHRIF GHALL-OFFERTI

1.0 Kjarifika

1.1 Dan id-dokument jipprovdi taghrif ġenerali u informazzjoni għal offerenti prospettivi. F'każ ta' konflitt bejn dan id-dokument u l-politika approvata tat-Taqsima Proprjetà tal-Gvern (inkluż il-Politika Dwar it-Trasferiment ta' Proprjetà Mhux Residenzjali) torbot din ta' l-aħħar. Il-provvedimenti ta' l-Att Dwar it-Trasferiment ta' Artijiet tal-Gvern jorbtu fuq kollox.

2.0 Sejhiet għall-Offerti

2.1 Fi hdan it-Taqsima Proprjetà tal-Gvern (TPG) sejhiet għall-offerti għat-trasferiment ta' proprjetà immobbli tal-Gvern jinħarġu mid-Dipartiment ta' l-Artijiet.

2.2 Offerti għat-trasferiment ta' proprjetà tal-Gvern jistgħu ikunu:

- i) Kiri ta' proprjetà immobbli;
- ii) Għotja ta' ċens temporanju/perpetwu fuq proprjetà immobbli;
- iii) Bejgħ ta' l-assoluta proprjetà jew xi dritt reali ieħor li jista' jkun jeżisti fuq proprjetà;
- iv) Proġetti ta' żvilupp ta' proprjetà;
- v) Kategoriji speċjali kif ikun meħtieġ

2.3 L-offerti għandhom isiru fuq il-Formula ta' l-Offerta tat-TPG u jridu jkunu ssiġillati f'envelopp li ikun juri b'mod ċar u distint in-Numru ta' l-Avviz għall-Offerti u l-lokalità fejn tkun il-proprjetà. offruta.

2.4 Kull ammont fuq il-Formula ta' l-Offerta għandu jitnizzel bi kliem u b'figuri numeriċi li jkunu jinqraw ċar.

2.5 Fl-envelopp ta' l-offerta l-offerent għandu jinkludi: (1) l-offerta tiegħu/tagħha mimlija kollha u iffirmata kif suppost mill-offerent u l-mara/r-raġel tiegħu/tagħha skond il-każ, (2) meta jkun il-każ il-*bid-bond* kif deskritta aktar f'sezzjoni 7.0 t'hawn taħt, u (3) kull haġa oħra li tkun meħtieġa kif mitluba fl-Avviz u s-Sejha għall-Offerti. L-offerent għandu jassigura li l-partijiet kollha relevanti tal-Formula ta' l-Offerta jkunu ffirmati kif suppost.

2.6 Offerti ssiġillati jistgħu jew jintefgħu fil-Kaxxa ta' l-Offerti jew inkella jintbagħtu bil-posta lit-Taqsima Proprjetà tal-Gvern (TPG), Auberge de Bavière, Valletta, CMR 02. Il-hin u d-data ta' l-għeluq ta' l-offerti jkunu mħabbra fl-Avviz u fis-Sejha għall-Offerti. Offerti li ma jintefgħux fil-Kaxxa ta' l-Offerti jew ma jaslux bil-posta fiż-żmien stabbilit ma jkunux ikkunsidrati. L-offerent huwa mwissi illi jekk iserrah rasu fuq is-servizz tal-posta lokali jew fuq xi servizz postali ieħor, jew fuq xi servizz ta' *courier* sabiex l-offerta tasal fil-hin, dan jagħmlu taħt ir-responsabbiltà u riskju tiegħu biss. Jekk jibgħat l-offerta bil-posta, l-offerent għandu wkoll jimmarka b'mod ċar u distint l-envelopp li juża għall-offerta bil-kliem '**OFFERTA**' u jnizzel fuqu n-Numru ta' l-Avviz għall-Offerti speċifiku li jkun qed joffri fuqu.

2.7 Min hu interessat ikun jista' jakkwista d-dokumenti ta' l-offerta mill-Uffiċċju ta' l-Offerti tat-TPG wara li jhallas il-mizata dovuta. Id-dokumenti ta' l-offerta jistgħu ukoll jitnizzlu mill-*website* tat-TPG fl-indirizz <http://www.gpd.gov.mt/gpdenders.htm> u l-mizata dovuta mbagħad tkun tista' tithallas permezz ta' ċekk li jintbagħat flimkien ma' l-offerta. L-uniċi offerenti li jkunu aċċettati huma dawk li jsiru fuq il-Formula ta' l-Offerta tat-TPG u li jkun fihom it-timbru uffiċjali. Jekk il-formula ta' l-offerta ma jkunx fiha timbru uffiċjali din tista' tkun ikkunsidrati

bħala invalida. Meta tinx tara offerta mit-TPG dan it-timbru uffiċjali jkun ittimbrat kif tithallas il-mizata dovuta. L-offerent għandu jaċċerta li dan it-timbru jkun ġie ittimbrat, inkella l-offerta tista' ma tkunx ikkunsidrata valida. Fejn il-Formula ta' l-Offerta tkun tnizzlet minn fuq l-Internet, l-offerent għandu jinkludi ma' l-offerta tiegħu ċekk ekwivalenti għall-mizata dovuta kif indikata fl-Avviz għall-Offerti. Fil-każ ta' l-aħħar il-Formula ta' l-Offerta tkun ittimbrata bit-timbru uffiċjali mill-Kumitat ta' l-Offerti hekk kif dan jikkonferma li tkun intbagħtet il-mizata dovuta. L-offerent għandu jassigura li huwa/hija j/tibgħat il-mizata dovuta b'mod korrett inkella l-offerta tista' ma tkunx ikkunsidrata valida.

2.8 Id-dokumenti ta' l-offerta jkunu juru t-tip ta' trasferiment ta' proprjetà li t-TPG tkun qed tfittex li tagħmel u jkunu jinkludu wkoll kopja tal-kundizzjonijiet tat-trasferiment.

2.9 L-offerti li jsiru jkunu kkunsidrati bħala li saru mill-offerent bl-għarfien sħiħ tal-kundizzjonijiet kollha ta' l-offerta u tat-trasferiment propost inkluz il-pjanti relattivi tal-proprjetà. L-offerent għandu jzur il-proprjetà qabel ma jiffa' l-offerta u jeżamina bir-reqqa il-kundizzjonijiet li taħthom il-proprjetà tkun ser tingħata. It-TPG mhix ser tippermetti li jsiru talbiet biex jinħaffru jew jitnaqqsu xi spejjeż li jistgħu jsiru mill-offerent rebbieħ minhabba l-kundizzjonijiet partikolari tal-proprjetà jew l-obbligi li joħorgu mill-għotja ta' l-offerta. Fil-preparazzjoni ta' l-offerta tiegħu/tagħha, l-offerent għandu/a jagħti kunsiderazzjoni xierqa biex jagħmel tajjeb għal dawn il-kundizzjonijiet u obbligi. Fil-formula ta' l-offerta l-offerent irid jiddikjara li huwa/hija jaf/taf bil-kundizzjoni attwali tal-proprjetà u li j/taċċettaha kif inhi.

2.10 L-offerti li jsiru jistgħu jkunu aċċettati u ma jistgħux jiġu irtirati sa perijodu ta' tliet xhur (jew kwalunkwe perijodu ieħor li jkun indikat fis-Sejha għall-Offerti) mid-data ta' l-aħħar ġurnata li fiha jkunu jistgħu jinxeħtu offerti.

2.11 Offerti li ma jsirux skond dan it-tagħrif u skond is-Sejha għall-Offerti jistgħu ma jkunux ikkunsidrati bħala validi.

3.0 Tibdil ta' l-Offerta

3.1 Biex ibiddel offerta li tkun intefgħet l-offerent ikollu jerga jixtri u jissottometti offerta ġdida u fiha jnizzel li dik l-offerta ġdida tkun tbiddel dik originali. Sabiex jirtira kompletament offerta li tkun intefgħet l-offerent jista' jixhet fil-Kaxxa ta' l-Offerti jew jibgħat bil-posta ittra ssiġillata f'envelopp li jkun juri b'mod ċar u distint in-Numru tal-Avviz għall-Offerti u li jkun immarkat bil-kliem '**IRTIRAR TA' OFFERTA**'. Izda l-ebda forma ta' tibdil ma jkun aċċettat wara li jagħlaq il-perijodu li fih ikunu jistgħu jinxeħtu l-offerti. L-offerent huwa mwissi illi jekk iserrah rasu fuq is-servizz tal-posta lokali jew fuq xi servizz postali ieħor, jew fuq xi servizz ta' *courier* sabiex l-offerta l-ġdida jew l-ittra biex jirtira l-offerta originali tasal fil-hin, dan jagħmlu taħt ir-responsabbiltà u riskju tiegħu/tagħha biss.

4.0 Kunsiderazzjoni ta' l-Offerti

4.1 It-TPG hija meħtieġa li ġġib il-Valur Ġust tas-Suq (VĠS) jew il-Kera Ġusta tas-Suq (KĠS) għal kull proprjetà li tbiegħ jew tikri. Kull proprjetà hija differenti u għalhekk m'hemmx prezz wiehed li jgħodd għall-proprjetajiet kollha. Il-VĠS/KĠS hija informazzjoni tal-proprjetarju u mhi qatt murija lill-pubbliku sabiex ma tinfluwenzax offerenti futuri jew tgħawweg ir-regoli tas-suq. L-istima tal-VĠS/KĠS tinxtehet fil-Kaxxa ta' l-Offerti f'envelopp issiġillat li mbagħad jinfetah mill-Kumitat ta' l-Offerti. L-offerent għandu jagħmel eżerċizzju ta' diligenza xieraq u ninkoraġġuh/a i/tqabbad professjonist/a tal-proprjetà lokali sabiex jgħinu/ha j/tagħmel offerta li j/tkun komdu/a biha.

4.2 Il-Proċess ta' l-Offerti -:

(i) L-offerti jinfetħu quddiem il-pubbliku minn Kumitat ta' l-Offerti ta' tliet ufficjali li huma l-Ufficjal ta' l-Offerti li jirrapreżenta lill-Kummissarju ta' l-Artijiet, it-tieni ufficjal li jirrapreżenta lid-Direttur għat-Tmexxija tal-Proprietà u t-tielet ufficjal li jirrapreżenta lid-Direttur tal-Kuntratti. L-envelopp bl-istima ma jinfetħax fil-pubbliku u minflok jinfetħa privatament mill-Kumitat ta' l-Offerti. Dan isir sabiex ma jiġux influwenzati offerenti futuri.

(ii) Normalment l-offerti jkunu aġġudikati fuq l-ogħla offerta mixħuta iżda (i) l-offerta trid tkun daqs jew taqbez il-VĠS/KĠS, (ii) it-TPG tista' tagħti d-dritt ta' l-ewwel rifjut lil xi offerent li jkollu dritt għalih jew kif jidhirlu xieraq il-Gvern, (iii) it-TPG ttrisserva d-dritt li ttrifjuta kwalunkwe offerta jew l-offerti kollha meta dan ikun meqjus xieraq u (iv) is-sejħa għall-offerti tista' tistipula metodu ta' aġġudikazzjoni differenti.

(iii) Jekk l-ebda offerta ma tkun daqs jew aktar mill-VĠS/KĠS, l-offerta tkun sospiza u possibilment terġa' tinħareg fil-futur meta t-TPG tikkonsidra xieraq li tagħmel hekk. Fejn ikun hemm biss offerta waħda t-TPG tista' tagħzel li toffri l-proprjetà lill-uniku offerent bil-valur tal-VĠS/KĠS anke jekk l-ammont offrut mill-offerent ikun inqas mill-VĠS/KĠS. Fejn il-kera/valur tal-proprjetà ma jkunx aktar minn €1,200 l-aġġudikazzjoni ta' l-offerti ssir mit-TPG u bl-approvazzjoni tal-Ministru responsabbli mill-artijiet. Fejn il-valur jeċċedi l-€1,200 il-każ jiġi referut lill-Kumitat tal-Kuntratti fi ħdan il-Ministeru tal-Finanzi, wara li jgħaddi mingħand il-Ministru responsabbli mill-Artijiet, li mbagħad jaġġudika l-offerta u jirreferi l-każ lura lit-TPG bid-deċizzjoni.

4.3 F'numru ta' każi offerent jista' jingħata d-dritt ta' l-ewwel rifjut li permezz tiegħu l-offerent ikollu d-dritt jgħolli l-offerta tiegħu biex tiġi daqs il-VĠS/KĠS jew daqs l-ogħla offerta li tkun intefgħet, u b'hekk jikkwalifika biex jiġi rakkomandat li jingħata l-offerta. F'kull sejħa għall-offerti għat-trasferiment ta' proprjetà immobbli tal-Gvern, id-dritt ta' l-ewwel rifjut jingħata fil-każijiet li ġejjin:

(i) fit-trasferiment ta' garaxx/sit għal garaxx, lis-sid/ċenswalist/kerrej ta' dar residenzjali li tmiss miegħu u li tkun tista' tiġi mniffda ma' l-istess garaxx/sit għal garaxx;

(ii) fit-trasferiment ta' artijiet żgħar li ma jkunux ekonomikament żviluppabbli waħedhom, jew li mil-lat ta' ippjanar jagħmlu iżjed sens li jkunu magħqudin ma' proprjetà li tmiss magħhom, lis-sid tal-proprjetà li tmiss magħhom;

(iii) fit-trasferiment ta' ġonna li jkunu fuq quddiem, fil-ġenb jew fuq wara ta' proprjetà oħra, speċjalment meta din il-proprjetà tkun tgawdi dritt ta' servitù fuq l-istess ġnien, lis-sid tal-proprjetà li tmiss mal-ġnien;

(iv) fit-trasferiment ta' biċċa art li tkun meħtieġa għal allinjar mill-ġdid tat-triq, anke jekk din l-art hija żviluppabbli waħedha, lis-sid ta' dik il-proprjetà li tiġi lil hinn mill-art offruta bl-offerti, kemm il-darba dan ikollu dritt ta' aċċess minn fuq din l-art;

(v) fit-trasferiment ta' proprjetà li tkun intenzjonata bħala alternattiva għal proprjetà oħra, fejn is-sid/il-kerrej ma jkunx jikkwalifika għal għotja diretta;

(vi) fit-trasferiment ta' proprjetà li tkun meħtieġa minn awtoritajiet/korporazzjonijiet/kumpaniji li fihom il-Gvern ikollu l-maġġoranza ta' l-ishma;

(vii) fit-trasferiment ta' proprjetà meħtieġa minn għaqdiet mhux governattivi;

(viii) fit-trasferiment tad-dirett dominju, liċ-ċenswalista/sub-ċenswalista li jkun qed igawdi ċ-ċens f'dak iż-żmien;

(ix) fit-trasferiment ta' proprjetà meħtieġa bħala estensjoni ta' xi negozju eżistenti, kemm il-darba l-offerent li jkun qed jitlob id-dritt ta' l-ewwel rifjut jikkonvinċi lill-Gvern mill-benefiċju li l-ekonomija tal-pajjiż tiegħu minn din l-estensjoni;

(x) fit-trasferiment ta' proprjetà fejn l-offerent ikollu d-dritt tal-preferenza taħt Artikoli 1591, 1592, 1593 u 1594 tal-Kodiċi Ċivili, sakemm ma tkunx saret minn qabel rinunzja ta' dan id-dritt minn dak l-offerent;

- (xi) fit-trasferiment ta' proprjeta li qabel kienet mizmuma b'çens temporanju li skada, li-çenswalist rikonoxxut sakemm ikun għadu l-okkupant;
- (xii) fit-trasferiment ta' proprjeta li qabel kienet mizmuma b'çens temporanju li skada, lill-kerrejja ta' din il-proprjeta li kellhom kirja mingħand iç-çenswalist għal ta' l-anqas minn għaxar snin qabel ma skada ç-çens jew, għalkemm kienu kerrejja għal aktar minn għaxar snin huma axxendenti jew dixxendenti lineali taç-çenswalist rikonoxxut;
- (xiii) fit-trasferiment ta' proprjeta, lill-kerrej/okkupant b'sempliçi permiss, li jirrinunzja għad-drittijiet tiegħu/tagħha ta' kerrej/okkupant bil-permiss, sabiex il-proprjeta tkun tista' tinhareg għall-bejgħ bl-offerti, iżda dawk li għandhom dritt ta' okkupant b'sempliçi permiss ikunu jistgħu jingħataw id-dritt ta' l-ewwel rifjut biss jekk dan id-dritt kien għandhom għal mill-anqas hames snin;
- (xiv) fit-trasferiment ta' proprjeta, lill-persuna li tkun għamlet ftehim mal-kerrej sabiex tiegħu l-kirja tal-proprjeta permezz tal-proçedura ta' l-avvjamanent kif approvat bil-politika tad-dipartiment;
- (xv) fil-każijiet l-oħra kollha li jistgħu jkunu kkontemplati fil-provvedimenti tal-[Politika għat-Trasferiment ta' Proprjeta Mhux Residenzjali](#) jew fejn, wara kunsiderazzjoni tal-merti tal-każ, il-Gvern ikun jidhirlu xieraq.

4.4 Fil-każijiet imsemmija f'paragrafi 4.3(xi), (xii), (xiii) u (xiv) is-sejha għall-offerti tkun tispeçifika li ser jingħata d-dritt ta' l-ewwel rifjut fuq il-proprjeta in kwistjoni. Mill-bqija dritt ta' l-ewwel rifjut mhux awtomatiku iżda jrid jintalab meta tinxtehet l-offerta. Id-dritt ta' l-ewwel rifjut ikun irid ikun approvat mill-Ministru responsabbli mill-artijiet, u fejn il-valur/kera tal-proprjeta jaqbez il-€1,200 tkun ukoll meħtiega l-approvazzjoni tal-Kumitat tal-Kuntratti fi hdan il-Ministeru tal-Finanzi.

4.5 Offerti fejn l-offerent irid jgħid għalxiex ser juża l-proprjeta

Meta toħroġ sejha għall-offerti t-TPG tista' tiddeciedi jew ma tiddecedix minn qabel x'uzu jista' isir mill-proprjeta, u minflok tista' tistenna li s-suq stess iġhid x'tip ta' uzu jew domanda hemm għal proprjeta partikolari. F'każijiet bħal dawn l-offerta tat-TPG ma tispeçifikax uzu u minflok tħalli lill-offerenti jgħidu huma għalxiex ser jużaw il-proprjeta. Sakemm l-uzu mitlub ma jkunx imur kontra l-liġijiet ta' l-ippjanar jew inkella jippreġudikaw l-interessi tal-Gvern, l-offerti jkunu aġġudikati bil-metodu tas-soltu. F'każijiet bħal dawn, il-VGS/KGS ma tkunx ippreparata minn qabel. Minflok, wara li jinfethu l-offerti, żewġ periti imqabba mit-TPG jippreparaw çertifikat fejn iġhidu jekk l-ammont offrut hux raġonevoli u ġust jew mod iehor.

5.0 Ghotja ta' l-Offerti

5.1 L-offerent rebbieħ ikun infurmat bid-data, hin u post sabiex ikun iffirmat il-kuntratt ta' trasferiment (kemm jekk b'kera, b'çens jew b'bejgħ). Jekk l-offerent jonqos jew jirrifjuta li jaġixxi bil-metodu, u fid-data u l-hin speçifikat, it-TPG tista' jew toffri l-offerta lill-oghla offerent li jmiss sakemm dan ikun lest jgħolli l-offerta tiegħu/tagħha biex tilhaq dik ta' l-oghla offerta u sakemm tkun approvata mill-Ministru responsabbli, u fejn ikun il-każ mill-Kumitat tal-Kuntratti, jew inkella terga' toħroġ sejha għall-offerti ġdida. Fi kwalunkwe każ u skond kif ikun applikabbli, it-TPG tista' żzomm lill-offerent li jkun naqas, responsabbli u tteflu l-*bid-bond* li tkun inxtehet ma' l-offerta jew iġġegħlu jhallas multa kif ikun stipulat fid-dokumenti ta' l-offerta.

5.2 Meta jiffirma l-kuntratt, l-offerent rebbieħ ikun qed jaqbel li jwettaq l-obbligi kollha li jkun hemm fih, li per eżempju jistgħu jinkludu t-twaqqif ta' garanzija bankarja ad hoc bħala garanzija għat-twettiq ta' dawn l-obbligi. Nirrakkomandaw bil-qawwa li l-offerent jassigura li jkun fehem sew il-kundizzjonijiet tal-kuntratt. Dawn il-kundizzjonijiet tipikament ikunu

jipprovdu li f'każ ta' kumpaniji (jew entitajiet oħra legali bħal soċjetajiet u għaqdiet) xi wieħed mid-diretturi jidhol personalment responsabbli għal kull obbligu li jkun hemm inkluz il-ħlas ta' kera kif ukoll għal kwalunkwe ħsara li jista' jsofri l-Gvern minħabba xi nuqqas.

6.0 Kwalifikazzjoni ta' l-Offerti

6.1 L-offerent irid ikun persuna/entità legali rikonoxxuta mil-ligijiet ta' Malta.

7.0 Bid Bond

7.1 Jista' jkun li s-sejha għall-offerti tkun titlob li tintefa' *bid-bond* pagabbli lid-Dipartiment ta' l-Artijiet, bħala xhieda ta' intenzjonijiet tajba, u biex tiggarrantixxi li jekk l-offerta magħmula tkun milqugħha, l-offerent jiffirma l-kuntratt. Il-*bid-bond* tkun tipprovdi wkoll li l-bank li joħroġha jkun marbut li jagħmel il-ħlas meħtieġ fuq sempliċi talba tad-Dipartiment ta' l-Artijiet. Jekk l-offerent rebbieh jonqos li jiffirma l-kuntratt id-Dipartiment ta' l-Artijiet ikollu d-dritt li jsarraf il-*bid-bond* kollha. Xejn minn dak li hawn hawnhekk m'għandu jiftiehem bħala ċessjoni ta' xi rimedji oħra legali li d-Dipartiment ta' l-Artijiet jista' jkollu b'rizultat ta' xi nuqqas mill-offerent rebbieh.

7.2 Il-forma u l-kontenut tal-*bid-bond* iridu jkunu aċċettabbli għat-TPG. Kampjun ta' *Bid-bond* aċċettabbli għat-TPG (bl-Ingliż) hu muri f'Appendiċi I ta' hawn taħt.

7.3 Il-*bid-bond* trid tkun valida għal perijodu ta' żmien kif indikat fit-dokumenti ta' l-offerta.

7.4 Il-bank li joħroġ il-*bid bond* irid ikun awtorizzat li jopera f'Malta.

7.5 L-ispejjeż tal-*bid bond* jithallsu mill-offerent.

7.6 Id-Dipartiment ta' l-Artijiet jista' jitlob li l-*bid-bond* tkun imġedda skond il-ħtieġa.

7.7 Il-*bid-bond* li tkun inxeħtet minn offerenti telliefa tintbagħat lura wara li jkun iffirmit il-kuntratt ma' l-offerent rebbieh.

8.0 Spejjeż Kuntrattwali - Taxxa tal-Boll, Spejjeż ta' Reġistrazzjoni, Spejjeż tan-Nutar

8.1 B'mod ġenerali kuntratti ta' kera ma jkollhomx spejjeż kuntrattwali. Min-naħa l-oħra trasferimenti ta' proprjetà b'ċens temporanju/perpetwu jew b'bejgħ, taħt il-liġi Maltija, iridu isiru permezz ta' atti pubbliki quddiem Nutar Pubbliku. Dawn l-aħħar tipi ta' trasferiment ta' proprjetà jinvolvu wkoll spejjeż kuntrattwali bħal spejjeż notarili, taxxa tal-boll, spejjeż tar-Registru Pubbliku u spejjeż tar-Registru ta' l-Artijiet. Dawn l-ispejjeż ikunu jridu jithallsu mill-benefikarju tat-trasferiment (jigifieri l-offerent rebbieh).

8.2 L-offerent huwa avżat sabiex, meta jkun qed jipprepara l-offerta, huwa/hija j/tieħu in kunsiderazzjoni l-ispejjeż kollha applikabbli inkluzi dawk kuntrattwali. L-offerent għandu jiddetermina l-provvedimenti attwali tal-ligijiet dwar trasferiment ta' proprjetà u kemm dawn japplikaw, u l-offerent ma jista' jagħmel l-ebda talba li tkun ibbażata fuq il-fatt li jkun ittieħed xi żball jew li tkun infteħmet hażin xi liġi jew l-applikazzjoni tagħha.



GOVERNMENT PROPERTY DIVISION

Auberge de Bavière, Valletta VLT 2000

Tel. 22953000

INFORMATION FOR TENDERERS

May 2008

Note – This document contains a version in English and another in Maltese (scroll up)
Nota - Dan id-dokument jinkludi verżjoni bl-Ingliż u oħra bil-Malti (itla' iktar 'l fuq)

**TENDERS FOR THE DISPOSAL OF GOVERNMENT IMMOVABLE PROPERTY -
INFORMATION FOR TENDERERS**

1.0 Proviso

1.1 This document offers general guidelines and information to prospective tenderers. In case of any conflict between this document and the approved policies of the Government Property Division (including the [Policy for the Disposal of Non-Residential Property](#)) the latter shall prevail. The provisions of the [Disposal of Government Land Act](#) are clearly supreme.

2.0 Tender Offers

2.1 Within the Government Property Division (GPD), tenders for the disposal of government immovable property are issued by the Land Department (LD).

2.2 Tenders for the disposal of government property may involve:

- i) Leasing of immovable property
- ii) Granting of temporary or perpetual emphyteusis over immovable property
- iii) Sale of immovable property or of any real rights existing thereon
- iv) Property development projects
- v) Special categories as may be required

2.3 Tender proposals shall be submitted on the Tender Form provided by GPD and should be enclosed in a sealed envelope that shall show in a clear and bold type the Tender Advert Number and the locality of the property being offered.

2.4 All amounts in the tender documents shall be stated in clearly legible words and numerical figures.

2.5 The tenderer must include in the tender envelope: (1) the proposal duly fully filled-in and signed by the tenderer and his spouse as appropriate, (2) where applicable the bid-bond as further described in Section 7.0 hereafter, and (3) any other requirement as specified in the Advertisement and Invitation to Tender. Tenderer is advised to ensure that all relevant parts of the tender form are appropriately signed.

2.6 Sealed offers may either be dropped in the Tender Box or else mailed to the Government Property Division (GPD), Auberge de Baviere, St. Sebastian Street, Valletta, CMR 02. The closing date and time for tenders will be stated in the Advertisement and in the Invitation to Tender. Offers that are not dropped in the Tender Box or received by mail within the prescribed time will not be considered. Tenderer is cautioned that reliance on the local Postal Service or other mail delivery or courier service for timely delivery of proposals is at the tenderer's sole risk and responsibility. Tenderer is also advised to mark any mailing envelope clearly and in bold type with the word '**TENDER**' and to write down the Advert Number for the specific call for tenders they would be bidding for.

2.7 Interested parties may obtain tender documents at the Tenders Office of the GPD, subject to payment of applicable fees. The tender documents may also be downloaded from the GPD's website at <http://www.gpd.gov.mt/gpdtenders.htm> and the relative fee may then be paid via a bank cheque enclosed with the tender proposal. The only acceptable tender proposals are those that are submitted on the official Tender Form prepared by GPD and have the official stamp. If a tender form does not have this official stamp it may be considered as invalid. When purchasing the tender document form GPD's Tenders Office, this official stamp is marked on

the Tender Form on payment of the relative fees - bidder must ensure that this has in fact been done as otherwise the offer may be invalid. Where the Tender Form has been downloaded from the Internet, bidders must enclose with their tender proposal a cheque equivalent to the relative tender fee as indicated in the Tender Advert. In the latter case the Tender Form will be marked with the official stamp by the Tenders Committee on confirming that the correct fee has been submitted. Tenderer is instructed to ensure that he/she submits the correct fee as otherwise the tender may be considered as not valid.

2.8 The tender documents shall specify the kind of property disposal being sought by GPD and shall include a copy of the disposal conditions.

2.9 Tender proposals shall be deemed as having been made by the tenderer with full knowledge of all the conditions of the tender and of the proposed disposal including the relative property plans. Tenderer is advised to visit the property prior to submitting tender, and to thoroughly examine the conditions under which the property is to be awarded. The GPD will not allow claims for the waiver or refund of any costs that may be incurred by the successful bidder as a result of the particular conditions of the property or the obligations emanating from the award of the tender. Tenderer is required to make appropriate allowances in the preparation of the bid for the accommodation of such conditions and obligations. Tenderer must warrant in the tender form that he/she is familiar with actual conditions of the property and that he/she accepts it as is.

2.10 Tender proposals shall remain open for acceptance and may not be withdrawn for a period of three months (or such other period as may be indicated in the Invitation to Tenders) following the last day in which tenders may be submitted.

2.11 Proposals not submitted and filed in accordance with instructions contained herein and in the Invitation to Tender may be considered invalid.

3.0 Tender Modification

3.1 To modify a tender that has already been submitted, tenderer must submit a fresh tender in which he/she indicates that the new tender substitutes the original one. To withdraw completely a submitted tender the tenderer may drop in the Tender Box or send by mail a letter sealed in an envelope that shows in clear and bold type the Tender Advert Number and the words 'TENDER WITHDRAWAL'. However no changes whatsoever will be allowed once the period during which tenders can be submitted has expired. Tenderer is cautioned that reliance on the local Postal Service or other mail delivery or courier service for timely delivery of the new tender or the letter of withdrawal is at the tenderer's sole risk and responsibility.

4.0 Consideration of Tenders

4.1 GPD is required to obtain the Fair Market Value (FMV) or the Fair Market Rent (FMR) for each of the properties it sells or leases. Each property is different so there is no set price for all properties. GPD's FMV/FMR is proprietary information and is never made available to the public so as not to influence future bidders or distort market rules. The estimated FMV/FMR is dropped in the Tender Box in a sealed envelope that is subsequently opened by the Tenders Committee. Tenderer must perform his/her own due diligence and are encouraged to contact local real estate professionals to help him/her make a bid that he/she is comfortable with.

4.2 Tender Process:

(i) Tenders are opened in the presence of the public by a Tenders Committee of three officers being the Tenders Officer representing the Commissioner of Land, a second officer representing the Director Estate Management and a third officer representing the Director of

Contracts. The relative valuation envelope is not opened in public and is instead privately opened by the Tenders Committee. This is done so as not to influence future bidders.

(ii) Tenders are normally adjudicated on the basis of the highest offer received except that (i) the offer must match or exceed the FMV/FMR, (ii) the GPD may grant a right of first refusal to any bidder who has a right for it or as deemed appropriate by Government, (iii) the GPD reserves the right to reject any one or all the bids when this is considered appropriate and (iv) the tender may specify a different method of adjudication.

(iii) If no bids match or exceed the FMV/FMR, the tender will be suspended and possibly issued afresh at a later stage as deemed appropriate by GPD. Where only a single offer has been received the GPD may opt to offer the property to the single bidder at the FMV/FMR even though the submitted bid is lower than the FMV/FMR. Where the sale/rental value of the property does not exceed €1,200 tenders are adjudicated directly by GPD following the approval of the Minister responsible for lands. Where the value exceeds €1,200 the matter is referred, via the Minister responsible for lands, to the Contracts Committee within the Ministry of Finance, that adjudicates the tender, and refers the matter back to the GPD with the decision taken.

4.3

In a number of cases a right of first refusal may be granted to a bidder entitling him/her to raise his/her bid to match the higher of the FMV/FMR or the highest bid submitted, thereby qualifying him/her for recommendation to be awarded the tender. In all calls for tenders made for the letting of government immovable property, the right of first refusal may be granted in the following cases:

(i) in the disposal of garage/garage sites, to the owner/emphyteuta/tenant of an adjacent dwelling house which can be intercommunicated with the same garage/garage site;

(ii) in the disposal of small areas that are not economically developable on their own, or that make more planning sense if amalgamated with adjacent property, to the owner of the adjacent property;

(iii) in the disposal of side/front/back gardens especially when the adjacent property enjoys servitudes on same to the owner of the adjacent property;

(iv) in the disposal of sites required for street alignment, even if such property is developable on its own, to the owner of the property beyond the property offered for tender, if he has legal right of access over such property;

(v) in the disposal of property which is intended as alternative to another property, where owner/tenant does not qualify for a direct allocation;

(vi) in the disposal of property which is required by authorities/corporations/companies in which government has a majority shareholding;

(vii) in the disposal of property required by non-governmental organizations;

(viii) in the disposal of the directum dominum, to the emphyteuta/sub-emphyteuta currently enjoying the emphyteusis;

(ix) in the disposal of property required as an extension for an existing business, once tenderer requesting the right of first refusal convinces Government of the benefits which the economy of the country would derive from such an extension;

(x) in the disposal of property where a tenderer is entitled to be preferred under Section 1591, 1592, 1593 and 1594 of the Civil Code, unless, previously, a renunciation has been made to such right of preference by that tenderer;

(xi) in the disposal of property previously held on a temporary emphyteusis that has expired, to the recognized emphyteuta as long as he is still the occupier;

(xii) in the disposal of property previously held on a temporary emphyteusis that has expired, to the tenants of such property who have held a lease from the emphyteuta for less than ten

years before the expiry of the emphyteusis or, though being tenants for more than ten years are the lineal ascendants or descendants of the recognized emphyteuta;

(xiii) in the disposal of property, to the tenant/encroachee, who renounces to his rights of tenancy/encroachment, to enable the property to be issued for sale through tenders, except that holders of encroachment rights will only be granted a right of first refusal if such rights have been held for at least five years;

(xiv) in the disposal of property, to the person who has entered into an agreement with the tenant to take over the lease of the property through the transfer by goodwill procedure as approved by departmental policy;

(xv) in all other cases that may be contemplated within the provisions of the [Policy for the Disposal of Non-Residential Property](#) or where, on consideration of the particular merits of the case, Government deems it appropriate.

4.4 In the cases mentioned in paragraphs 4.3(xi), (xii), (xiii) u (xiv) the call for tenders will specify that property in question is subjected to a right of first refusal. Otherwise, a right of first refusal is not granted automatically but must be requested in the tender bid. A right of first refusal must be approved by the Minister responsible for land, and where the property value exceeds €1,200 must also be endorsed by the Contracts Committee within the Ministry of Finance.

4.5 Tenders ‘to state purpose.
When issuing property for lease through tenders, GPD may or may not decide a priori what use may be made of such property, and may instead require the market itself to establish what type of use or demand there is for a particular property. In such case GPD tenders will not specify a purpose of lease but will instead allow the bidders to state their intended use of the property. As long as the stated use does not go counter to planning laws or otherwise prejudice Government’s interests, tenders will be adjudicated in the normal manner. In such cases the FMV/FMR is not prepared beforehand. Instead, once tenders are opened, a certificate by two architects engaged by the GPD is put up stating whether the amount offered is fair and reasonable or otherwise.

5.0 Award of Tenders

5.1 Successful bidder will be notified of the date, time and place for the signing of the contract of transfer (whether by lease, emphyteusis or sale). Upon the bidder's failure or refusal to comply in the manner and within the date and time specified, the GPD may either offer the tender to the next highest bidder provided he/she is ready to match the highest bid and subject to the approval of the Minister responsible for land and, where appropriate, the Contracts Committee, or else re-advertise for new proposals. In either case, the GPD may hold the defaulting bidder liable either for forfeiture of any bid-bond submitted with the tender or for the payment of the penalty as stipulated in tender documents, as applicable.

5.2 In signing a contract, the successful bidder agrees to perform all the obligations therein contained, which may for example include the provision of further ad hoc bank guarantees as surety for the fulfillment of such obligations. It is strongly recommended that the bidder ensures a thorough understanding of the conditions of contract. Conditions typically provide that, in the case of companies (or other legal entities such as societies and clubs), one of the directors assumes personal responsibility for all obligations including the payment of rent and also for any damage that may be suffered by Government because of some default.

6.0 Qualification of Tenderers

a. The tenderer must be a legal person/entity recognized under the laws of Malta.

7.0 Bid Bond

- 7.1** Tenders may require the submission of a pre-specified bid bond made payable to the Land Department, as evidence of good faith, and which guarantees that if the proposal submitted by the tenderer is accepted, the tenderer will enter into the contract. The bid bond shall also provide that the surety issuing the bid bond be bound to issue the required payment on a simple demand by the Land Department. If the successful tenderer fails to sign a contract, the Land Department shall have the right to encash the full amount of the bid bond. Nothing contained herein shall be construed as a waiver of any other legal remedies that the Land Department may have by reason of a default by the successful bidder.
- 7.2** The form and content of the bid bond must be acceptable to the GPD. A sample bid-bond that is acceptable to GPD is shown in Appendix I hereunder.
- 7.3** The bid bond shall be valid for a period of time as indicated in the tender documents.
- 7.4** The surety (bank) issuing the bid bond must be authorized to do business in Malta.
- 7.5** The cost of bid bonds shall be borne by the tenderer.
- 7.6** The Land Department may request the renewal of a bid-bond according to need.
- 7.7** Bid bonds submitted by unsuccessful bidders will be returned after the contract with the successful bidder has been signed.

8.0 Contractual Expenses - Duty on Documents, Registration Fees, Notarial Fees

- 8.1** In general property lease agreements do not involve any contract expenses. On the other hand property transfers in the form of temporary/perpetual emphyteusis or sale of property must, in terms of Maltese law, be effected via a public deed published by a Notary Public. These latter types of property transfers also involves contract expenses in the form of notarial fees, duty on documents, Public Registry fees and Land Registry fees. These expenses are payable by the beneficiary of the transfer (that is the successful bidder).
- 8.2** Tenderer is advised that, in preparing a bid, he/she should take into consideration all applicable fees including contractual ones. Tenderer must determine the current provisions and applicability of any property transfer laws, and the tenderer may make no claim based upon any error or misunderstanding of any law or its applicability.