



REFERENCE NUMBER: MGOZ Q 28/2017

# Call for Quotations for a Period Contract for Local Area Network Extension works at the Ministry for Gozo

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Date Published: 17<sup>th</sup> March 2017

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Quotation Opening: 30<sup>th</sup> March 2017 At 10:00am CEST

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Participation is free of charge

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## IMPORTANT

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

### Ministry for Gozo

St. Francis Square, Victoria, Gozo VCT 1335  
Tel: 22100222 Email: [procurement.mgoz@gov.mt](mailto:procurement.mgoz@gov.mt)

# Quotation for the Period Contract for Local Area Network Extension works at the Ministry for Gozo

## Table of Contents

- Table of Contents**..... 2
- SECTION 1 - INSTRUCTIONS TO BIDDERS**..... 3
  - 1. General Instructions..... 3
  - 2. Timetable ..... 3
  - 3. Lots ..... 3
  - 4. Variant Solutions..... 3
  - 5. Financing..... 4
  - 6. Clarification Meeting/Site Visit..... 4
  - 7. Selection and Award Requirements ..... 4
  - 8. Criteria for Award ..... 4
  - 9. Submission of Quotation ..... 5
  - 10. Data Protection and Freedom of Information ..... 6
  - 11. Gender Equality ..... 6
- SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS** ..... 7
- SECTION 3 - SPECIAL CONDITIONS** ..... 9
  - Article 2: Notices and Written Communications ..... 9
  - Article 5: Supply of Information..... 9
  - Article 6: Assistance with Local Regulations ..... 9
  - Article 7: Obligations of the Contractor ..... 9
  - Article 13: Medical, Insurance and Security Arrangements ..... 9
  - Article 14: Intellectual and Industrial Property Rights ..... 9
  - Article 15: Scope of the Services..... 9
  - Article 16: Personnel and Equipment ..... 9
  - Article 18: Execution of the Contract ..... 10
  - Article 19: Delays in Execution..... 10
  - Article 20: Amendment of the Contract ..... 10
  - Article 24: Interim and Final Progress Reports ..... 10
  - Article 26: Payments and Interest on Late Payment ..... 10
  - Article 27: Pre-Financing Guarantee ..... 10
  - Article 30: Revision of Prices ..... 10
- SECTION 4 - TECHNICAL SPECIFICATIONS (Note 3)** ..... 11
- FINANCIAL BID (Note 3)** ..... 13
- BIDDER DETAILS (Note 3)** ..... 14
- BIDDER'S DECLARATION(S) (Note 3)** ..... 15
  - Key Experts (Note 3) ..... **Error! Bookmark not defined.**
  - Declaration Form..... **Error! Bookmark not defined.**
  - Data on Joint Venture/Consortium (Where applicable) ..... 19
- POWER OF ATTORNEY** ..... 20

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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is to perform extension works on the Local Area Network at the Ministry for Gozo for a one (1) year period, as and when requested by the Office of the CIO (OCIO) at the Ministry for Gozo.
- 1.3 The place of acceptance of this service shall be at the **Ministry for Gozo, St. Francis Square, Victoria Gozo or any other Department in Gozo as may be instructed by the Contracting Authority**, the time-limits for the LAN extension works requested shall be completed by not later than one (1) week from the date of the official order, and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a fee-based service contract.
- 1.5 This call for quotations is being issued under an open procedure.

## 2. Timetable

|                                                                                                                                                         | DATE                        | TIME* |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                               | N/A                         | N/A   |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on<br>procurement.mgoz@gov.mt | 23rd March 2017             | Noon  |
| Last date on which additional information are issued by the Contracting Authority                                                                       | 27 <sup>th</sup> March 2017 | Noon  |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                   | 30 <sup>th</sup> March 2017 | 10:00 |

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

## 3. Lots

- 3.1 This bid is not divided into lots, and bids must be for the whole of the quantities indicated. Bids will not be accepted for incomplete quantities.

## 4. Variant Solutions

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

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering (included as part of the Bidder's Declaration). <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. <sup>(Note 2)</sup>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2)</sup>

### (B) Selection Criteria

#### *Financial and Economic Standing*

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

#### *Proof of Technical Capacity*

- (ii) No proof of Technical Capacity is required.

### (C) Technical Specifications

- (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. (Note 3)

### (D) Financial Offer

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)<sup>2000</sup>** for the services tendered. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form <sup>(Note 3)</sup>

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

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

## 8. Criteria for Award

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

## **9. Submission of Quotation**

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

- (i) Statement on Conditions of Employment
- (ii) Bidders' Details
- (iii) Bidder's Declaration
- (iv) Technical Offer
- (v) Minimum Hourly Worker's Costs form

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

All packages must bear only:

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

The quotations must be submitted in English and deposited in the tender box **before** the deadline. Late submissions will not be accepted. They must be submitted:

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

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

Quotations submitted by any other means will not be considered.

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

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

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

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

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

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

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

In no circumstance will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a quotation, even if the Contracting Authority has been advised of the possibility of damages.

The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

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

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

### ***11. Gender Equality***

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

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

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

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

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

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

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

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

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

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

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

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

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the

appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

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

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

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

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

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

## SECTION 3 - SPECIAL CONDITIONS

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

### **Article 2: Notices and Written Communications**

Office of the CIO  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo

### **Article 5: Supply of Information**

As per General Conditions.

### **Article 6: Assistance with Local Regulations**

As per General Conditions.

### **Article 7: Obligations of the Contractor**

Further to the General Conditions no performance guarantee is required if the value of the contract does not exceed €10,000 excluding VAT.

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

Not applicable.

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

Not applicable.

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

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

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

As per General Conditions.

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

The contract will commence on the date of the last signature of the contract and will run for a one (1) year period. The LAN extension works requested, together with any related provision of materials shall be completed by not later than one (1) week from the date of the official order. The contracting authority reserves the right to cancel any order made and not completed within this stipulated timeframe.

Following award of contract, the Contracting authority also reserves the right:

- Not to place any orders for the services over the period of this agreement and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.
- To cancel the contract with the successful tenderer if he/she fails to deliver the services within the agreed time scales on three (3) separate instances.
- Should the ordered services not be delivered in the agreed time scales, the Contracting authority may seek the purchase of such services from other suppliers.
- To cancel the contract if the services delivered fail to meet the tender specifications and conditions on three (3) separate instances.

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

A daily penalty of Twenty five Euro (€ 25.00) shall be charged to the Contractor in the event of any failure to satisfactorily provide the requested services as stipulated in this Contract within any timeframes agreed in writing with the Contracting Authority, or in the event that the service is seriously found to be lacking in quantity, quality or efficiency and the Contractor fails to remedy such failure within the period stated in the Default Notice served upon him/her in writing. Moreover, the Contracting Authority reserves the right to engage other Contractors and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor. The daily penalty shall be applied for a period of not more than fifteen (15) days.

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

As per General Conditions.

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

Further to the General Conditions, test results and updated documentation must be presented within one week from the completion of the services being requested.

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

26.1 This is fee based contract.

26.2 As per General Conditions.

## **Article 27: Pre-Financing Guarantee**

Not applicable.

## **Article 30: Revision of Prices**

As per General Conditions.

## SECTION 4 - TECHNICAL SPECIFICATIONS <sup>(Note 3)</sup>

The Ministry for Gozo periodically has several requests for LAN Works Extensions and therefore the Office of the CIO (OCIO) is inviting interested bidders to submit their proposals for the provision of services as per the attached Financial Bid form. The Ministry for Gozo reserves the right to contact the awarded bidder whenever the need for such services arises and request services accordingly. The awarded contractor will be provided with drawings and exact quantities required for every particular service request. All requested services must be completed within the established deadline of one (1) week from official order unless otherwise indicated by the Contracting Authority.

The adjudication shall be carried out strictly in line with the services listed within the Financial Bid Form. The Contracting Authority (CA) is not bound to purchase all items mentioned in the Financial Bid form and may opt to go for selected items as necessary. The contracting authority retains **the right to alter the quantities ordered over the one year period of this contract.**

The goods and materials listed in the Financial Bid form and utilised for the completion of the services requested must be brand new, unused and free from apparent and inherent defects. All the tools and equipment required for this job are to be provided by the Contractor. Following the completion of the services requested the Contracting Authority reserves the right to inspect the works carried out and request remedial action by the Contractor if these works do not meet the required standards. Remedial action must be taken within 3 days of being notified to do so, failure of which the Contracting Authority will be proceeding in line with the conditions stipulated at Article 18 and 19 of the Special Conditions of this dossier. The contractor must notify the Contracting Authority with regard to his presence at the Department where services are being requested both for the commencement and finalisation of any such services. All the services rendered must be in accordance with the Guidelines being listed below;

## Supplier Basic Guidelines

|                                                                                           |                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Terminations of UTP cabling</b>                                                        | Cables terminated at the cabinet's side are to be left with adequate slack depending on the cabinet size                                                                                                                                                                                                    |
| <b>Labelling</b>                                                                          | Use letter for cabinet identification (e.g. rack A, rack B etc.)<br>Wall port numbers should start with relevant rack letter and use number starting from 001 (e.g. cables from rack A - A001 / A002).<br>This labelling is to be done clearly at both ends (i.e. patch panel side and network points side) |
| <b>Testing</b>                                                                            | Tests shall ensure that connectivity between the central equipment cabinet and every individual network-point complies with the Category 6 standard The following International Standards shall be used: ISO/IEC11801 Class E CAT6                                                                          |
| <b>The following individual tests shall be performed on each CAT 6 network connection</b> |                                                                                                                                                                                                                                                                                                             |
| <b>Length Test</b>                                                                        | This test shall ensure that the length of the Unshielded Twisted Pair (UTP) cable-run is within the required limits. This test shall also ensure that no abnormal termination/s (open-circuit, short-circuits or breaks) exist.                                                                             |
| <b>Near End Crosstalk (NEXT)</b>                                                          | This test shall analyse cable-pairs for any induced interference from proximity pairs. This interference is due to eddy-currents generated by high speeds.                                                                                                                                                  |
| <b>Attenuation</b>                                                                        | This test shall analyse signal-strength following passage through a complete circuit.                                                                                                                                                                                                                       |
| <b>Attenuation to Cross-talk Ratio (ACR)</b>                                              | This test shall compare the ratio between the decreases in strength, to the interference caused by signals in accompanying pairs. This test is a measure of the remaining signal strength following network operation at heavy traffic-loads.                                                               |
| <b>Wire Map</b>                                                                           | This test shall ensure that the network-connection is correctly wired-up.                                                                                                                                                                                                                                   |
| <b>Impedance</b>                                                                          | This test shall ensure that the impedance of the cable is constant across the normal operating bandwidth.                                                                                                                                                                                                   |
| <b>Capacitance</b>                                                                        | This test shall ensure that capacitance between any two pairs is within limits. This in order to avoid potential signal distortion.                                                                                                                                                                         |

## FINANCIAL BID<sup>(Note 3)</sup>

**Quotation Title: Quotation for a Period Contract for LAN Extension works at the  
Ministry for Gozo**

**Reference Number: MGOZ Q 28/2017**

### Financial Bid Breakdown

| Item No.                                                                                       | Description                                                                                                                                                                    | Quantity * | Total including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT<br><br>Amount in EURO (€) | Total including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT<br><br>Amount in EURO (€) |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1                                                                                              | Installation of PVC Trunking per metre. This includes fixing of surface PVC trunking to wall and any necessary drilling of 50mm diameter holes in walls (maximum 3 feet wide). | 120        |                                                                                                        | €0.00                                                                                                  |
| 2                                                                                              | Laying of UTP Cable per meter in new trunking                                                                                                                                  | 1500       |                                                                                                        | €0.00                                                                                                  |
| 3                                                                                              | Laying of UTP Cable per meter in existent trunking                                                                                                                             | 1000       |                                                                                                        | €0.00                                                                                                  |
| 4                                                                                              | Termination, Certification & Labelling of UTP point at both ends (per Point end-to end link)                                                                                   | 22         |                                                                                                        | €0.00                                                                                                  |
| 5                                                                                              | Trunking 100 x 50 ( in meters)                                                                                                                                                 | 120        |                                                                                                        | €0.00                                                                                                  |
| 6                                                                                              | Trunking 25 x 16 ( in meters)                                                                                                                                                  | 30         |                                                                                                        | €0.00                                                                                                  |
| 7                                                                                              | Trunking 100 x 50 Socket Plates (3"x3")                                                                                                                                        | 11         |                                                                                                        | €0.00                                                                                                  |
| 8                                                                                              | 3" x 3" external Box                                                                                                                                                           | 11         |                                                                                                        | €0.00                                                                                                  |
| 9                                                                                              | 19" 1U Cat 6 UTP Patch Panel 24 Port                                                                                                                                           | 2          |                                                                                                        | €0.00                                                                                                  |
| 10                                                                                             | Moulded Dual Wall Ports UTP RJ45 CAT6                                                                                                                                          | 22         |                                                                                                        | €0.00                                                                                                  |
| 11                                                                                             | 1U cable Management                                                                                                                                                            | 2          |                                                                                                        | €0.00                                                                                                  |
| 12                                                                                             | 6 way UK socket power bar rack mountable                                                                                                                                       | 1          |                                                                                                        | €0.00                                                                                                  |
| 13                                                                                             | Cable UTP CAT 6 (per 305 meter box)                                                                                                                                            | 6          |                                                                                                        | €0.00                                                                                                  |
| <b>Grand Total including Taxes, Other Duties, &amp; Discounts <u>but</u> Exclusive of VAT:</b> |                                                                                                                                                                                |            |                                                                                                        | <b>€0.00</b>                                                                                           |

- *Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.*
- *VAT shall be paid in accordance with the applicable VAT Regulations. Please note that all economic operators are bound to abide with Financial regulations in Terms of VAT*

***\*The quantities indicated above are for evaluation purposes only and may be increased or decreased during the one year period of this award according to the Contracting Authority's exigencies.***

## BIDDER DETAILS<sup>(Note 3)</sup>

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

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

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

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

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

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

## BIDDER'S DECLARATION(S) (Note 3)

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

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

- 1 We have examined, and accept in full and in its entirety, the content of this quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No MGOZ Q 28/2017 of 17/03/2017. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our quotation offer not being considered any further. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the supplies, as per description on the Financial Bid
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
€: .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 If our quotation is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions. (Applicable for bids and quotations with value over €10,000.)
- 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 quotation. We confirm that we are not quoting 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 quotation 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 quotation 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 bidders 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 quotation in this procedure. We recognise that our quotation may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quotation.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

11 Our quotation submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

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

(i) Statement on Conditions of Employment

(b) **Technical Capacity**

No proof of Technical Capacity is required

(c) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

Tenderer's Technical Offer that the bidder will comply with all terms and conditions of the quotation and the Key Experts Form (Note 3)

(d) **Bidder Details Form, and Financial Offer** <sup>(Note 3)</sup>

**Notes:**

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

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

13 We note that the Contracting Authority is not bound to proceed with this invitation to quotation and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

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

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

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

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

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

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

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

## Technical Offer<sup>(Note 3)</sup>

### Declaration:

I / We declare that I/we confirm that the services will be carried out in accordance with the Technical Specifications (Section 4), and as detailed in the Financial Offer.

Name of Tenderer / Company: .....

Signature:.....

Date:.....

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

## Statement on Conditions of Employment

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

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

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

Signature: .....

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

Date: .....

**Data on Joint Venture/Consortium (Where applicable)**

|   |                                                                                                                                            |                                                                        |
|---|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1 | Name                                                                                                                                       | .....                                                                  |
| 2 | Managing Board's Contact Details                                                                                                           | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i> | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 4 | Names of Partners                                                                                                                          | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |
| 5 | Name of Lead Partner                                                                                                                       | .....                                                                  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                  |                                                                        |
|   | Place of Signature:                                                                                                                        | Date of Signature:                                                     |
|   | .....                                                                                                                                      | .....                                                                  |

Signature: .....

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

Date: .....

## POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.0) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

**Signature:** .....

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

**Date:** .....

## MINIMUM HOURLY WORKERS' COSTS

This refers to the least rate paid to officers employed on this contract

The tenderer is to fill in this form and attach it as indicated in the 'Eligibility' section of the Tender Response Format.

The employee's cost per hour of work is worked out on the following:

|                        |  |
|------------------------|--|
| Basic Hourly Rate      |  |
| N.I.                   |  |
| Vacation Leave         |  |
| Bonus/Weekly Allowance |  |
| Public Holidays        |  |
| Sick Leave             |  |
| <b>Total</b>           |  |