



ADVERT NUMBER: 01/2013

DEPT FILE
NUMBER: _____

DEPT. REF: TMFA 001/2013

Tender for the Leasing Of Two [2]

Energy Efficient Photocopiers for a 5 year period

Ministry of Foreign Affairs (MFA)

Closing Date: 11th April 2013 at 10:00am CET

Date Published: 15th March 2013

This Tender is free of charge

IMPORTANT:

- No Bid Bond is requested for this tender

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

Ministry of Foreign Affairs
331, Financial Management Directorate, St. Paul's Street, Valletta, VLT 1211
Tel: 2204 2265 Fax 21237020 e-mail: procurement.mfa@gov.mt

Service Tender for the Leasing Of Two [2] Energy Efficient Photocopiers for a 5 year period

Table of Contents

Tender for the Leasing Of Two [2]	1
Energy Efficient Photocopiers for a 5 year period	1
Ministry of Foreign Affairs (MFA)	1
Service Tender for the Leasing Of Two [2] Energy Efficient Photocopiers for a 5 year period ...	2
Table of Contents	2
VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS	4
A. GENERAL PART	4
1. General Instructions	4
2. Timetable	4
3. Lots	4
4. Financing	5
5. Eligibility	5
6. Selection Criteria	5
7. Multiple Tenders	6
8. Tender Expenses	6
9. Site Inspection	6
B. TENDER DOCUMENTS	6
10. Content of Tender Document	6
11. Explanations/Clarification Notes Concerning Tender Documents	7
12. Labour Law	7
13. Law	7
C. TENDER PREPARATION	7
14. Language of Tenders	7
15. Presentation of Tenders	7
16. Content of Tender (Single-Envelope System)	8
17. Tender Prices	9
18. Currencies of Tender and Payments	9
19. Period of Validity of Tenders	9
20. Tender Guarantee (Bid Bond)	9
21. Variant Solutions	9
22. Preparation and Signing of Tenders	10
D. SUBMISSION OF TENDERS	10
23. Sealing and Marking of Tenders	10
24. Extension of Deadline for Submission of Tenders	10
25. Late Tenders	10
26. Alterations and Withdrawal of Tenders	11
E. OPENING AND EVALUATION OF OFFERS	11
27. Opening of Tenders	11
28. Secrecy of the Procedure	11
29. Clarification of Tenders	11
30. Tender Evaluation Process	11
31. Correction of Arithmetical Errors	12
F. CONTRACT AWARD	13
32. Criteria for Award	13
33. Right of the Contracting Authority to accept or reject any Tender	13
34. Notification of Award, Contract Clarifications	13
35. Contract Signing and Performance Guarantee	13
36. Commencement of Services	14

G. MISCELLANEOUS	14
37. Ethics Clauses	14
38. Data Protection and Freedom of Information	15
39. Gender Equality	15
VOLUME 1 SECTION 2 - TENDER FORM	16
VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM	19
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	20
1. Statement on Conditions of Employment	20
2. Experience as Contractor	21
4. Literature	22
VOLUME 1 SECTION 5 - GLOSSARY	23
VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	25
Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)	25
Part XIII - Appeals	25
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	28
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	30
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS	31
Article 2: Notices and Written Communications	31
Article 5: Supply of Information	31
Article 6: Assistance with Local Regulations	31
Article 7: Obligations of the Contractor	31
Article 13: Medical, Insurance and Security Arrangements	31
Article 15: Scope of the Services	31
Article 16: Personnel and Equipment	31
Article 18: Execution of the Contract	31
Article 19: Delays in Execution	31
Article 20: Amendment of the Contract	31
Article 24: Interim and Final Progress Reports	31
Article 26: Payments and Interest on Late Payment	31
Article 27: Financial Guarantee	32
Article 28: Audit Certificate	32
Article 39: Further Additional Clauses	32
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	33
VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)	34
ANNEX 'I'	38
LOT 1: Energy Efficient Colour Network Network Photocopier to be located at	38
Secretariat (MFA), Palazzo Parisio, Merchants Street, Valletta	38
Minimum Required Specifications	38
ANNEX 'II'	39
LOT 2: Energy Efficient Black & White Network Photocopier to be located at	39
Central Visa Unit, St Calcedonius Square, Floriana	39
Minimum Required Specifications	39
VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)	40
VOLUME 4 - FINANCIAL BID	41
Lot 1	41
VOLUME 4 - FINANCIAL BID	42
Lot 2	42

~~~~~

# 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 Contracting 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 This is a call for tenders for the Leasing of Two (2) Energy Efficient Photocopiers - on a cost per copy basis including Full Service & Maintenance costs and a monthly lease which will be located (1) at the, Ministry of Foreign Affairs Secretariat, Palazzo Parisio, Merchants Street, Valletta, and the other One (1) will be located at the Central Visa Unit, St. Calcedonius Square, Floriana.
- 1.3 This is a fee-based contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Contracting 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*   |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.1)                                                          | Not Applicable                        |         |
| Deadline for request for any additional information from the Contracting Authority                                 | 10 days before deadline for Tenderers |         |
| Last date on which additional information are issued by the Contracting Authority                                  | 6 days before deadline for Tenderers  |         |
| Deadline for submission of tenders / Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | 11 <sup>th</sup> April 2013           | 10:00am |
| * All times Central European Time (CET)                                                                            |                                       |         |

### 3. Lots

- 3.1 This tender is divided into lots. Tenderers may submit a tender for 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.
- 3.3 Contracts will be awarded lot by lot, but the Contracting Authority must choose the most favourable overall solution.

#### **4. Financing**

- 4.1 The project is financed from local budget funds.
- 4.2 The beneficiary of the financing is the Ministry of Foreign Affairs, (MFA).

#### **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 64 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 forms in Volume 1, Section 4 of the tender documents and include:

- Evidence of relevant experience in carrying out services of a similar nature over the past 5 years including the nature and value, as well as contracts in hand and contractually committed.

The minimum value of projects of a similar nature completed shall be not less than [€2,000. per annum).

The minimum number of projects of a similar scope/nature completed in the last 5 years must be at least 5 in number.

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.

## **7. Multiple Tenders**

- 7.1 A tenderer may submit multiple tender offers.
- 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 sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor 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 Contracting 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. Site Inspection**

- 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 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Terms of Reference                                                                                                                                                                                                                      |
| 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 Contracting Authority through:
- sending an email to [procurement.mfa@gov.mt](mailto:procurement.mfa@gov.mt)

up to 10 calendar days before the deadline for submission of tenders. The Contracting 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 Ministry of Foreign Affairs ([www.mfa.gov.mt/tenders](http://www.mfa.gov.mt/tenders)) within the respective tender's page, under the subheading "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 Contracting 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 Contracting 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 Directorate Financial Management, 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 Allied House, Directorate Financial Management, 331, 4<sup>th</sup> Floor, St. Paul's Street, Valletta VLT 1211, Malta.
- (d) All package, 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) *General/Administrative Information*<sup>(Note 2)</sup>
  - (i) Statement on Conditions of Employment (Volume 1, Section 4)

*Selection Criteria*
- (b) *Financial and Economic Standing*<sup>(Note 2)</sup>
  - (i) (No Evidence of economic and financial standing is required)
- (c) *Technical Capacity*<sup>(Note 3)</sup>
  - (i) Experience as Contractor (Volume 1, Section 4)
- (d) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
  - (i) Tenderer's Technical Offer in response to specifications/Terms of Reference (Volume 3)
    - A detailed description of the supplies tendered in conformity with the Technical specifications, including all documentation required, and any addenda that may be issued
    - Any other technical requirements
    - Organization & Methodology
    - Rationale
    - Strategy
    - Timetable of Activities
  - (ii) Literature/list of samples (Volume 1, Section 4)
- (e) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
  - (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 in the form provided in Volume 4.
  - (iii) [Any other relevant documentation of a financial nature]

### 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 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. 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 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.

## **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 services 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 Contracting 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.
- 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 No tender guarantee (bid bond) is required.

## **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 Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting 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 Contracting 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:

Ministry of Foreign Affairs,  
Directorate Financial Management,  
Allied House, 331, 4<sup>th</sup> Floor,  
St. Paul’s Street,  
Valletta VLT 1211,  
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 Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

### **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Contracting 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 Contracting 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 Contracting 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 above deadline. 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 Directorate Financial Management, Allied House, 331, 4<sup>th</sup> Floor, St. Paul's Street, Valletta VLT 1211, Malta by three (3) senior officers. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Directorate Financial Management and shall also be available to view on the Ministry of Foreign Affairs's website, [www.mfa.gov.mt/tenders](http://www.mfa.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 Contracting 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/Contracting 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 Departmental 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), and 16.1(e), 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(d)), classifying them technically compliant or non-compliant.

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. [If the tender procedure contains several lots, financial offers are compared for each lot.] 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 Contracting Authority to accept or reject any Tender**

- 33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting 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 Contracting 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 Contracting 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 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.**

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting 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 Directorate Financial Management, and published online on the Ministry of Foreign Affairs's website, [www.mfa.gov.mt/tenders](http://www.mfa.gov.mt/tenders).

### **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 Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Contracting 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 Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting 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 Contracting 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 Contracting Authority, and activities may not begin until the contract has been signed by the Contracting 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. Commencement of Services**

- 36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform the Contracting 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 Contracting 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 Contracting 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 sub-contracting 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 Contracting 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 Contracting 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 Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation 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 Contracting 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: **TMFA 001/2013**.....  
**TENDER for the Leasing of Two (2) Energy Efficient Photocopiers for a 5 year period for the Ministry of Foreign Affairs**

|                                                                                |                                                                   |                                                   |  |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------|--|
| <b>A. TENDER SUBMITTED BY:</b>                                                 | <i>(This will be included in the Summary of Tenders Received)</i> |                                                   |  |
| <b>In case of a Joint Venture/Consortium:<br/>Name(s) of Leader/Partner(s)</b> | <b>Nationality</b>                                                | <b>Proportion of Responsibilities<sup>2</sup></b> |  |
| Leader <sup>1</sup>                                                            |                                                                   |                                                   |  |
| Partner <sup>1</sup>                                                           |                                                                   |                                                   |  |
| 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).

| Service intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar services (details to be specified) |
|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1                                     |                                     |                                                                       |                                                          |
| 2                                     |                                     |                                                                       |                                                          |
| (.)                                   |                                     |                                                                       |                                                          |

3. The maximum amount of sub-contracting must not exceed [.....%] of the total contract value. The main contractor must have the ability to carry out at least [.....%] of the contract works by his own means.

NOTE TO COMPILER: THIS SECTION IS TO BE REMOVED/MARKED NOT APPLICABLE IF NO SUB-CONTRACTING IS ALLOWED. LIAISE WITH DOC

### B CONTACT PERSON (for this tender)

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |



**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 Contracting 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 provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:

Lot No [\_\_\_\_]:[.....] [*description of services*]

Lot No [\_\_\_\_]:[.....][*description of services*]

Lot No [\_\_\_\_]: [.....][*description of services*]

3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

Lot No 1: [.....]

Lot No 2: [.....]

Lot No 3: [.....] (*etc*)

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 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 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) **General Information** <sup>(Note 2)</sup>
  - o Statement on Conditions of Employment
- Selection Criteria** <sup>(Note 2)</sup>
- (b) **Technical Capacity** <sup>(Note 3)</sup>
  - Experience as Contractor
- (c) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>
  - Tenderer's Technical Offer
  - Literature /List of Samples
- (d) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**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 ○*
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 ○*
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 Contracting 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 Contracting 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 .....  
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 ..... Euro (€.....) 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

**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.

I agree and commit to submit a copy of the monthly payslips of the employees being detailed to carry out the services and also the copies of the FS3 forms at the end of the year if so requested.

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

Date: .....

## 2. Experience as Contractor

List of contracts of similar nature and extent performed during the past five (5) years:

| Description of Services | Total Value of Services | Period of Execution | Client*/<br>Contracting Authority* |
|-------------------------|-------------------------|---------------------|------------------------------------|
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |

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

Date: .....

## 4. Literature

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

| Item | Description | Reference in Technical Specifications |
|------|-------------|---------------------------------------|
| 1.1  |             |                                       |
| 1.2  |             |                                       |
| 1.3  |             |                                       |
| 1.4  |             |                                       |
| 1.5  |             |                                       |
| 1.6  |             |                                       |
| 1.7  |             |                                       |
| 1.8  |             |                                       |
| 1.9  |             |                                       |

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 written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

**Beneficiary Country:** The Maltese Islands.

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

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Cash Flow Forecast:** The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

**Central Government Authority:** means the Department of Contracts.

**Commission:** The European Commission.

**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 Contracting 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 sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

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

**Contracting Authority:** means the final beneficiary of the contract.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

**Drawings:** Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

**EC:** The European Community.

**EU:** The European Union.

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

**Fee-Based Contract:** A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

**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.

**Global Price Contract:** A contract under which the services are performed for an all-inclusive fixed price.

**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 Project Manager which modifies the works.

**Month:** Calendar month.

**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:** The project in relation to which the services are to be provided under the contract.

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Public Service:** Government Ministries and Departments.

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**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.

**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.

**Terms of Reference:** The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

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



## VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

The procedure for the submission of separate packages in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.  
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

### 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.

## Environmental Questionnaire

|     |                                                                                                                                                                                                                                                             | YES | NO |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| (a) | Do you have an environmental policy and/or an environmental purchasing policy? If yes, please provide a copy                                                                                                                                                |     |    |
| (b) | What environmental management systems do you have in place in line with EMAS or ISO 14001.<br><i>If NO: Has the organisation considered ISO 14001 or EMAS?</i>                                                                                              |     |    |
| (c) | What actions have been taken over the last three years to improve the environment?<br>(a) by your company<br>(b) by other companies with whom you deal                                                                                                      |     |    |
| (d) | Does your company have a specific policy or action plan relating to managing waste?                                                                                                                                                                         |     |    |
| (e) | Does your company try to reduce the waste it produces?                                                                                                                                                                                                      |     |    |
| (f) | Does your company reuse and recycle waste generated from its operation?                                                                                                                                                                                     |     |    |
| (g) | Has your company set target for environmental improvements, for example, buying recycled products and materials, use of energy efficient materials?                                                                                                         |     |    |
| (h) | Does your company have a specific policy or action plan relating to using transport?<br>1. A system for planning routes?<br>2. An effective fuel-management system?<br>or, maintenance schedules for vehicles?                                              |     |    |
| (i) | Has your company a programme for training staff on environmental issues relating to this contract?<br>Does the company keep a record of all employees who receive training?<br>Does it account for regular updates on environmental issues?                 |     |    |
| (l) | Within the last three (3) years has your company:<br>Been prosecuted for breaking any Maltese or EU environmental law?<br>Or:<br>had any notice served on it by an environmental regulator or authority?<br>If "Yes" please give details:<br>.....<br>..... |     |    |

Signature: .....

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

Date: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]

Project: ..... [Title and Number]

Contract Number: ..... [Contract Number]

This contract is concluded between:

Ministry of Foreign Affairs  
Directorate Financial Management,  
Allied House 331,  
St. Paul's Street,  
Valletta VLT 1211,  
Malta

(hereinafter called "The Contracting 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 Contracting Authority is desirous that certain services should be executed by the Contractor, viz.:

**Leasing of Two (2) Energy Efficient Photocopiers - on a cost per copy basis including Full Service & Maintenance costs for the Ministry of Foreign Affairs (MFA)**

and has accepted a tender by the Contractor for the execution and completion of such services 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 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 Terms of Reference,
  - (e) the Contractor's technical offer (Organization & Methodology) (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.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

4. 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:

- Cost per copy rates (including VAT/other taxes): €.....
- Rental rates (including VAT/other taxes):.....  
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).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.

6. 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.

7. The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation 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 Contracting Authority in terms of the Act.

Done in English in two originals: one for the Contracting Authority, and one for the Contractor.

**Contracting 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 Services Contracts (Version 1.02 dated 1 December 2011) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://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: Notices and Written Communications*

- 2.2 Indicate here the addresses of the Parties, their contact details, the contact persons, the documents to provide, as well as the procedure to be used by the Parties to communicate if necessary

### *Article 5: Supply of Information*

- 5.1 As per General Conditions.

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

- 6.1 As per General Conditions.

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

- 7.8 As per General Conditions.

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

- 13.3 As per General Conditions.

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

- 15.1 The scope of the services is defined in Volume 3 (Terms of Reference)

### *Article 16: Personnel and Equipment*

- 16.3 As per General Conditions.

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

- 18.1 The performance of the contract shall commence as per date stipulated in the letter of acceptance commence.

The contract shall be for a period of five (5) years as stipulated Specify the performance period(s) according to the date stipulated in the previous Article

### *Article 19: Delays in Execution*

- 19.2 Specify the amount of liquidated damages for every day, or part thereof, elapsing between the period of execution and the actual end of the period of execution.

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

- 20.2 As per General Conditions.

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

- 24.1 Not applicable.

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

- 26.1 This is a fee-based on a fee per copy basis as stated in the Tender Document.

**Article 27: Financial Guarantee**

27.2 Not applicable.

**Article 28: Audit Certificate**

28.4 Not applicable.

**Article 39: Further Additional Clauses**

39.1 The award of this contract does not exonerate the contractor from the obligation of obtaining any permit and/or license that may be required under the law, principle or subsidiary, in force in Malta from time to time.

39.2 In cases where the contract is for any reason terminated, the Directorate Financial Management, apart from other rights under this contract shall have the right to obtain the same service from other suppliers and all extra costs shall be borne by the defaulting tenderer.

39.3 The successful tenderer will be responsible for collecting the goods from customs and transporting them to store or site as indicated by the Director Financial Management (MFA) or his representative. Tenderers must submit prices/rates inclusive of VAT, Customs Import Duty, Levy, Eco Contribution (if any), and any other charges, as applicable. Moreover the successful tenderer shall be bound to conform in all respects with VAT legislation and regulations. Government reserves the right at any time to request tenderers and/or contractors to provide their VAT registration number.



## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Ministry of Foreign Affairs  
Directorate Financial Management,  
Allied House 331,  
St. Paul's Street,  
Valletta VLT 1211,  
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 Financial Management and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under **File Reference**], whereby the contractor undertook the [title of contract] in accordance with Article 7.8 of the General Conditions for Service Contracts 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 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

*The following is a basic specimen of a set of Terms of Reference. These Terms should be drafted in a way so as to reflect the specific tender requirements.*

*The requirements listed in Clause 16 of the Instructions to Tenderers should be reflected in these Terms.*

# Terms Of Reference

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

## 1. SCOPE OF TENDER

- 1.1 This tender is for a five [5] year Leasing of Two (2) Energy Efficient Photocopiers - on a cost per copy basis including Full Service & Maintenance costs and a monthly lease which will be located (1) at the, Ministry of Foreign Affairs Secretariat, Palazzo Parisio, Merchants Street, Valletta, and the other One (1) will be located at the Central Visa Unit, St. Calcedonius Square, Floriana in accordance with the specifications and conditions set out below.

## 2. GENERAL SPECIFICATIONS

- 2.1 The Two [2] Energy Efficient Photocopiers provided should be as follows:

[1] The one located at the Secretariat Office, Ministry of Foreign Affairs, Palazzo Parisio, Merchants Street, Valletta, to be brand new, digital, and eco-friendly, with a manual and automatic feeder and four [4] drawers, with the facilities of colour printing, network printing, duplex printing, finisher and compliant with at least all the minimum required technical specifications as listed in Annex I.

[2] The one located at the Central Visa Unit, St. Calcedonius Square, Floriana, to be brand new, digital, and eco-friendly, with a manual and automatic feeder and four [4] drawers, with the facilities of network printing, duplex printing, finisher and compliant with at least all the minimum required technical specifications as listed in Annex II.

The necessary software to be connected with the existing computer systems and all interface cables must also be included and provided by the contractor plus all the relevant literature.

Default printing settings (orientation, font and pitch, page length (in lines), lines per inch, carriage return action) should be settable from the printer's panel (or suitable alternative means - e.g. windows/dos programming).

- 2.2 Price/Rates per copy quoted should be inclusive of:
- a) All costs of necessary Hardware & Software;
  - b) Full Maintenance including preventive and corrective maintenance, repair, parts replacement if necessary, consumables (excluding paper) and replacement of machine if necessary;
  - c) All installation charges;
  - d) All labour charges;
  - e) VAT (and any other taxes);
  - f) Eco Contribution (if any);
  - g) Any other charges.

Moreover the successful tenderer hereinafter referred to as the contractor will be bound to conform in all aspects to fiscal legislation and other regulations.

- 2.3 The chosen contractor/s, shall upon receiving the letter of acceptance signing the contract, undertake to provide the Ministry of Foreign Affairs (MFA), with two [2] brand new, Energy Efficient Photocopiers for a period of sixty [60] calendar months which period starts upon configuration of the printers.

After the five [5] year period, the Two [2] Energy Efficient Photocopiers are to be collected back by the contractor/s. Removing and collection costs shall be borne by the contractor/s.

2.4 From past experience it is being estimated that the Ministry of Foreign Affairs will be doing the following:

[1] approximately 1,800,000 copies of which 420,000 will be in colour on the photocopier leased on a cost per copy basis during the five [5] year period to be located at the Secretariat Office, Ministry of Foreign Affairs, Palazzo Parisio, Merchants Street, Valletta.

[2] approximately 36,000 black and white copies on the photocopier leased on a cost per copy basis during the five [5] year period to be located at Open Registry, Ministry of Foreign Affairs, Palazzo Parisio, Merchants Street, Valletta.

These figures are only indicative and should not be interpreted as a commitment of any sort that these figures will be achieved.

The Energy Efficient Photocopiers are to be delivered and set up within two [2] weeks from the date when the Contract has been signed by the parties concerned.

2.5 The prospective contractor must:

- a) deliver the necessary machines, to the required premises as directed by the Director Financial Management (MFA);
- b) set-up, install, and test the Energy Efficient Photocopiers and give on site basic training to users on how to operate the machines;
- c) be responsible for the proper maintenance and repair, ordinary and extraordinary, so that the machines are kept in optimum condition acceptable to the Information Management Unit (MFA);
- d) be responsible for regular maintenance which must be performed monthly - i.e. every one [1] month;
- e) be responsible to keep and guarantee availability of spare parts for the whole period of the lease agreement (i.e. five [5] years);
- f) be responsible for maintaining and replacing all Consumables (excluding paper) regularly and when requested by the Secretariat (MFA) or the Central Visa Unit (MFA) within four [4] hours when a log-in is made for at least the whole lease agreement period - i.e. five [5] years;
- g) provide an on-site back-up machine within one [1] day from fault log-in should any of the machines supplied breaks down and is impossible to repair within a twenty four [24] hour period;
- h) replace any of the machines supplied with other new machines at his/her expense without having the right for extra payment, this in the event that any of the machines supplied needs to be replaced;
- i) make monthly on-site visits to take note of the number of copies done on each machine for billing purposes (current and previous readings are to be included in each monthly invoice). Method of invoicing shall take place as requested by the Director Financial Management (MFA);
- j) have access to the premises within the Secretariat (MFA), Palazzo Parisio, Merchants Street, Valletta and the Central Visa Unit, St. Calcedonius Square, Floriana where the leased Energy Efficient Photocopiers are placed so as to perform any of the above;

2.6 The contract shall be considered to have been abandoned if the contractor, after the date indicated on the Letter of Acceptance submitted by the Director Financial Management (MFA) fails to provide the necessary Energy Efficient Photocopiers after two [2] consecutive times when requested to do so. Such abandonment renders the Contractor liable to penalties stipulated in the conditions of tender.

2.7 Condition 2.6 shall apply until another contract is entered into. During the intervening period, the Contractor shall also incur a fine of €100 per day.

- 2.8 Should the contractor be in breach of Conditions 2.5a-h, he/she shall incur a fine of €50 per day.
- 2.9 Should the contractor for any reason whatsoever be unable to carry out the service satisfactorily as per these conditions or is in breach of any of the conditions within this tender, the Director Financial Management (MFA) shall have the right to terminate the contract by giving one [1] week's notice to the Contractor. The Director Financial Management (MFA) shall, however, during such notice period be empowered to hire the required services from any other source available and any extra expenses over the contract rates thus incurred shall be met by the Contractor.
- 2.10 Payment of bills may be stopped whenever in the opinion of the Director Financial Management (MFA) the Contractor is under penalty for breach of any conditions of contract. Any penalties which may be incurred by the Contractor shall be deducted from these bills.
- 2.11 The acceptance of the Tender under this contract shall not debar the Director Financial Management (MFA) from the right to hire services from any other source whenever this is considered necessary.
- 2.12 Tenderers are required to guarantee that the persons involved in:
- a) the set up of the Energy Efficient Photocopiers;
  - b) the giving on site basic training to users on how to operate the machines;
  - c) the proper maintenance and repair, ordinary and extraordinary, so that the machines are kept in optimum condition acceptable to the Office of the CIO (MFA);
- are duly qualified to carry out such work

**LOT 1: Energy Efficient Colour Network Photocopier to be located at Secretariat (MFA), Palazzo Parisio, Merchants Street, Valletta**

**Minimum Required Specifications**

This sheet establishes the minimum standard required (i.e. machines which do not reach **any** minimum required specification listed will not be considered).

| Minimum Required Specifications  |                                                                         | Compliance Y/N | Page Number (Technical Documentation) |
|----------------------------------|-------------------------------------------------------------------------|----------------|---------------------------------------|
| Paper Size:                      | A3 Maximum, A5 Minimum                                                  |                |                                       |
| Print Speed:                     | Not less than 25 pages per minute                                       |                |                                       |
| Emulation:                       | PCL5, PCL6                                                              |                |                                       |
| Resolution                       | 1200x1200 dpi                                                           |                |                                       |
| Interface                        | Fast Ethernet, USB2 Port                                                |                |                                       |
| Memory                           | Not less than 2GB                                                       |                |                                       |
| Hard Disk                        | Not less than 80GB                                                      |                |                                       |
| Touch Screen                     | Touch Screen interface                                                  |                |                                       |
| Network Protocol                 | TCP/IP                                                                  |                |                                       |
| Supported Networks               | Windows XP/ 7/Server 2003/2008                                          |                |                                       |
| Paper Capacity                   | 2000 sheets                                                             |                |                                       |
| Paper Handling:                  | 4 trays having adjustable settings up to A3                             |                |                                       |
| Paper Weight                     | 80-250 gsm                                                              |                |                                       |
| Output Capacity                  | 500 sheets                                                              |                |                                       |
| First Print                      | Not more than 10 seconds                                                |                |                                       |
| Minimum Average Monthly Copies:  | 1,000 copies A4 size paper (colour)<br>2,000 copies A4 size paper (b&w) |                |                                       |
| Automatic Duplex Document Feeder | Standard, not less than 75 sheets                                       |                |                                       |
| Scanning                         | Scan to e-mail/PC                                                       |                |                                       |
|                                  | Network Scanning (in colour)                                            |                |                                       |
|                                  | Not less than 50ppm (200dpi)                                            |                |                                       |
| Security                         | Hard Disk Overwrite facility                                            |                |                                       |
| Others                           | Colour printing technology                                              |                |                                       |
|                                  | Finisher - 2000 sheets                                                  |                |                                       |
|                                  | Stapling facility                                                       |                |                                       |
|                                  | <u>Duplex printing</u>                                                  |                |                                       |
|                                  | User Account Management                                                 |                |                                       |
|                                  | Latest Energy Star standards compliancy                                 |                |                                       |
|                                  | Stand-By Mode                                                           |                |                                       |

I \_\_\_\_\_ the undersigned do confirm that printer model \_\_\_\_\_ is compliant with **all** the above listed specifications.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LOT 2: Energy Efficient Black & White Network Photocopier to be located at**

**Central Visa Unit, St Calcedonius Square, Floriana**

**Minimum Required Specifications**

This sheet establishes the minimum standard required (i.e. machines which do not reach **any** minimum required specification listed will not be considered).

| <b>Minimum Required Specifications</b> |                                             | <b>Compliance<br/>Y/N</b> | <b>Page Number<br/>(Technical Documentation)</b> |
|----------------------------------------|---------------------------------------------|---------------------------|--------------------------------------------------|
| Paper Size:                            | A3 Maximum, A5 Minimum                      |                           |                                                  |
| Print Speed:                           | 25 pages per minute                         |                           |                                                  |
| Emulation:                             | PCL5, PCL6                                  |                           |                                                  |
| Resolution                             | 600x600 dpi                                 |                           |                                                  |
| Interface                              | Fast Ethernet, USB2 Port                    |                           |                                                  |
| Memory                                 | 1GB                                         |                           |                                                  |
| Hard Disk                              | Not less than 150GB                         |                           |                                                  |
| Network Protocol                       | TCP/IP                                      |                           |                                                  |
| Supported Networks                     | Windows XP/ 7/Server 2003/2008              |                           |                                                  |
| Paper Capacity                         | 2000 sheets                                 |                           |                                                  |
| Paper Handling:                        | 4 trays having adjustable settings up to A3 |                           |                                                  |
| Paper Weight                           | 60-200 g/m2                                 |                           |                                                  |
| Output Capacity                        | 500 sheets                                  |                           |                                                  |
| First Print                            | Not more than 10 seconds                    |                           |                                                  |
| Minimum Average Monthly Copies:        | 2000 copies A4 size paper                   |                           |                                                  |
| Automatic Duplex Document Feeder       | Standard, not less than 75 sheets           |                           |                                                  |
| Scanning                               | Scan to e-mail                              |                           |                                                  |
|                                        | Network Scanning (in colour)                |                           |                                                  |
|                                        | Not less than 50ppm (200dpi)                |                           |                                                  |
| Others                                 | Finisher - 2000 sheets                      |                           |                                                  |
|                                        | Stapling facility                           |                           |                                                  |
|                                        | User Account Management                     |                           |                                                  |
|                                        | Duplex printing                             |                           |                                                  |
|                                        | Latest Energy Star standards compliancy     |                           |                                                  |
|                                        | Stand-By Mode                               |                           |                                                  |

I \_\_\_\_\_ the undersigned do confirm that printer model \_\_\_\_\_ is compliant with **all** the above listed specifications.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

*(To be tailored to the specific requirements of the tender and in particular should reflect what is requested in the Terms of Reference and Evaluation Grid)*

To be completed by the tenderer

### 1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

### 2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in Note 3 in Section A of Volume 1 Section 2 - Tender Form, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

### 3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference



## VOLUME 4 - FINANCIAL BID

### Lot 1

**LOT 1 - Leasing of One [1] Energy Efficient Color Network Photocopier on a cost per copy basis including Full Service & Maintenance costs and/or monthly rental costs as outlined in the Tender Document, Advert Number 001/2013**

| Description<br>Energy Efficient<br>Photocopiers with at<br>least all the<br>minimum required<br>technical<br>specifications as<br>listed in Annex I                                                                                                                                                                                                                                  | Price inclusive of all<br>taxes but excluding<br>VAT<br><br>Amount in Euro (€)                | VAT<br><br>Amount in Euro (€)                                                                 | Total inclusive of<br>VAT / Eco<br>Contribution<br>and/or other<br>taxes<br><br>Amount in Euro<br>(€) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>➤ Rates per copy including:</li> <li>➤ Monthly lease cost</li> <li>➤ All costs of necessary Hardware including Cables &amp; Software;</li> <li>➤ Full Service &amp; Maintenance;</li> <li>➤ All installation charges;</li> <li>➤ All labour charges;</li> <li>➤ Any other charges.<br/><b>As per Volume 3 Section 1 Clause 2.2</b></li> </ul> | €.....<br><br><b>Amount in figures:</b><br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | €.....<br><br><b>Amount in figures:</b><br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | €.....<br><br><b>Amount in figures:</b><br>.....<br>.....<br>.....<br>.....<br>.....<br>.....         |

The above amount must not be broken down further

