



REFERENCE NUMBER: MGOZ Q 80/2016

QUOTATION FOR THE SUPPLY AND DELIVERY OF ORGANIC FERTILIZER FOR THE AFFORESTATION SECTION, PROJECTS AND DEVELOPMENT DIRECTORATE, MINISTRY FOR GOZO.

Date Published: 19/08/2016

Tender Opening: 02/09/2016 At 10:00am CEST

Participation is free of charge

IMPORTANT

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

Ministry for Gozo

St. Francis Square, Victoria, Gozo VCT 1335
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QUOTATION FOR THE SUPPLY AND DELIVERY OF ORGANIC FERTILIZER FOR THE AFFORESTATION SECTION, PROJECTS AND DEVELOPMENT DIRECTORATE, MINISTRY FOR GOZO.

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# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 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 (CA), 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.
- 1.2 The subject of this quotation is the Supply and Delivery of organic fertiliser, to be used at the Villa Rundle, Victoria Gozo.
- 1.3 The place of acceptance of the supply and delivery shall be at the Villa Rundle Gardens, Fortunato Mizzi Street, Victoria Gozo; the time-limits for delivery shall be within one (1) week from issue of letter of acceptance as these are urgently required, and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit-price contract.
- 1.5 This call for tenders is being issued under an open procedure.

## 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 26/08/2016 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 29/08/2016 | Noon    |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                | 02/09/2016 | 10.00am |

\* All times Central European Summer Time (CEST)

## 3. Lots

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

## 4. Variant Solutions

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

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

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

### (B) Selection Criteria

#### *Financial and Economic Standing*

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

#### *Proof of Technical Capacity*

- (i) No proof of technical capacity is required.

### (C) Technical Specifications

- (i) List of Literature <sup>(Note 2)</sup>
- (ii) Bidder's Technical Offer in response to specifications. <sup>(Note 3)</sup>

### (D) Financial Offer

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)** <sup>2000</sup> for the **supplies** tendered. [inclusive of spare parts/after-sales services/maintenance/training as applicable] <sup>(Note 3)</sup>
- (ii) A filled-in **Financial Bid Form**.

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

1. Tenderers will be requested to clarify/rectify, within five 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 five working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

## 8. Criteria for Award

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

## **9. Submission of Quotation**

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

- i. Statement on Conditions of Employment
- ii. Bidders' Details
- iii. Technical Data Sheet as per Literature List
- iv. Tenderer's Declaration
- v. Financial Bid

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

All packages must bear only:

- (i) the reference of the invitation to tender concerned;
- (ii) the name of the tenderer.

The quotations must be submitted in English and deposited in the tender box **before** the deadline. They must be submitted EITHER by recorded delivery (courier service) or hand delivered to:

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

Quotations submitted by any other means will not be considered.

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

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

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance to the clause regarding Submission of Quotations of the Instructions to Bidders. And the envelope must also be marked with 'Alteration' or 'Withdrawal'.

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

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

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

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

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

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

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

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

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

### ***Literature List***

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

| Item | Description                                                               |                                             |
|------|---------------------------------------------------------------------------|---------------------------------------------|
| 1    | Technical sheet to validate the chemical properties and application rates | As per Section 4 - Technical Specifications |

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

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.

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) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.

(b) A copy of the appeal application shall be served on the Contracting Authority and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.

(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.

(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the call for tenders shall be suspended.

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.



## 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.

N.B.: The full set of General Conditions for Supplies (Version 1.05 (20 January 2015)) can be viewed/downloaded from: <http://contracts.gov.mt/en/Resources/Pages/Resources.aspx>

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

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

2.2 The language used shall be English.

### **Article 4: Communications**

The Officer in Charge  
Afforestation Section  
Projects and Development Directorate  
Ministry for Gozo  
St Francis Square  
Victoria Gozo

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

Not Applicable

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

As per General Conditions

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

9.6 Sub-Article 9.6 is not applicable for Malta Funds.

### **Article 10: Origin**

10.1 As per General Conditions

### **Article 11: Performance Guarantee**

11.1 Not Applicable

### **Article 12: Insurance**

12.1 Not Applicable

### **Article 15: Quotation Prices**

15.1 As per General Conditions

### **Article 16: Tax and customs arrangements**

16.1 As per General Conditions.

### **Article 17: Patents and Licences**

17.1 As per General Conditions

### **Article 18: Commencement Order**

18.1 Supply and Delivery must be within one (1) week from issue of letter of acceptance as these are urgently required

19.1 **Article 19: Period of Execution of Tasks**

As per Article 18

## **Article 24: Quality of Supplies**

24.2 As per General Conditions

## **Article 25: Inspection and Testing**

Not Applicable

## **Article 26: Methods of Payment**

26.1 Payments will be made in Euro.

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

## **Article 28: Delayed Payments**

28.1

The Contracting Authority shall pay the contractor sums due within **60 days** of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2

Once the deadline laid down in Article 28.1 has expired: the Contractor may, within two months of late payment, claim late-payment interest: meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%); on the first day of the month in which the deadline expired. The late-payment interest shall apply to the time which elapses between the date of the payment 'deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

## **Article 29: Delivery**

29.1

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

## **Article 32: Warranty**

32.1 As per General Conditions

## **Article 33: After-Sales Service**

33.1 As per General Conditions

## **Article 35: Breach of Contract**

35.3

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

## **Article 41: Dispute Settlement by Litigation**

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

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

## SECTION 4 - TECHNICAL SPECIFICATIONS

### Specifications for Professional Compost:

|                                               |                   |
|-----------------------------------------------|-------------------|
| 1. Organic fertilizer must be in pellets      |                   |
| 2. Organic matter content (Dry Matter Basis)% | 20% - 90%         |
| 3. Humic acids %                              | 5%-12%            |
| 4. Fulvic acids%                              | 12%-20%           |
| 5. Organic nitrogen %                         | 2.5%-4.5%         |
| 6. Phosphorus %                               | 1%-4%             |
| 7. Potassium %                                | 1%-4%             |
| 8. C/N Ratio                                  | 6-10              |
| 9. Weight per Bag (Kg)                        | 1200 kgs-3500 kgs |
| 10. Maximum application rate per Hectare (Kg) | 20kgs – 30 kgs    |

- 
- Organic fertilizer must not contain poultry manure.
  - Prices quoted should be per kg and supplies should be delivered in bags of approximately 25kg each.
  - **A technical sheet to validate the chemical properties and application rates should also be attached to this quotation.**

## BILL OF QUANTITIES

**Quotation Title: Quotation for the Supply and Delivery of Organic Fertilizer for the Afforestation Section, Projects and Development Directorate, Ministry for Gozo.**

**Reference Number: MGOZ Q 80/2016**

| <b>Item No.</b> | <b>Description</b>                                                                                                                         | <b>Quantity</b> | <b>Rate per kg incl., delivery, maintenance and all other charges as applicable (Euro) but excl. VAT</b> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------|
| 1               | Organic fertilizer as specified in Section 4 - Technical Specifications<br>Supplies should be delivered in bags of approximately 25kg each | 3125 kgs        |                                                                                                          |

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

Quantities shown in Bill of Quantities are the actual amounts needed.

# BIDDER FORM

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

Publication reference: MGOZ Q 80/2016

**Quotation for the Supply and Delivery of Organic Fertilizer for the Afforestation Section, Projects and Development Directorate, Ministry for Gozo.**

|                                |                                                                                                                                                                                                                |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: right; font-size: small; margin-top: 5px;"><i>(This will be included in the Summary of Tenders Received)</i></p> |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**B CONTACT PERSON (for this tender)**

|                    |                         |                |              |
|--------------------|-------------------------|----------------|--------------|
| <b>Name</b>        |                         | <b>Surname</b> |              |
| <b>Telephone</b>   | (____) _____            | <b>Mobile</b>  | (____) _____ |
| <b>Address</b>     | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>      |                         |                |              |
| <b>Vat Reg No.</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 quotation MGOZ Q 80/2016 of 19/08/2016 and the conditions of the General Rules Governing Tendering. 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 quotation document and the conditions and time limits laid down, without reserve or restriction, the supplies, as per description on the Financial Bid
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
€ \_\_\_\_\_
- 4 This tender is valid for a period of 90 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 . 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>

- Statement on Conditions of Employment

(b) **Evaluation Criteria/Technical Specifications**

- (i) Literature<sup>(Note 2)</sup>
- (ii) Tenderer's Technical Offer<sup>(Note 3)</sup>

(c) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

1. *Tenderers will be requested to clarify/rectify, within five 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 five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

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

13 We note that the Contracting Authority is not bound to proceed with this invitation to 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: \_\_\_\_\_

**Statement on Conditions of Employment**

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

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

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

Signature: .....

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

Date: .....