



MINISTRY FOR GOZO

REFERENCE NUMBER: MGOZ Q 85/2016

Quotation for the Supply and Delivery of Greenhouse and Open Field Crops Seeds for Trials, Production of Vegetable Seedlings and Professional Compost for Seedlings, for the Government Experimental Farm, Xewkija, Gozo

Date Published: 27/09/2016

Quotation Opening: 11/10/2016 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
Tel: 22100222 Email: procurement.mgoz@gov.mt

Quotation for the Supply and Delivery of Greenhouse and Open Field Crops
Seeds for Trials, Production of Vegetable Seedlings and Professional Compost for
Seedlings, for the Government Experimental Farm, Xewkija Gozo

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SECTION 1 - INSTRUCTIONS TO BIDDERS

1. General Instructions

- 1.1 In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is the Supply and Delivery of Greenhouse and Open Field Crops Seeds for Trials, Production of Vegetable Seedlings and Professional Compost for Seedlings for the Government Experimental Farm, Xewkija, Gozo
- 1.3 The place of acceptance of the supplies shall be at Government Experimental Farm Xewkija, Gozo, the time-limits for delivery shall be within three weeks from issue of letter of acceptance or as and when required by the Projects and Development Directorate. and the INCOTERM²⁰⁰⁰ applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit price contract.
- 1.5 This call for quotations is being issued under an open procedure.

2. Timetable

	DATE	TIME*
Clarification Meeting/Site Visit (Refer to Clause 6.1)	N/A	N/A
Deadline for request for any additional information from the Contracting Authority Clarifications to be sent via email on procurement.mgoz@gov.mt	03/09/2016	Noon
Last date on which additional information are issued by the Contracting Authority	04/09/2016	Noon
Deadline for submission of quotations (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	11/10/2016	10:00am
* All times Central European Summer Time (CEST) as applicable		

3. Lots

- 3.1 This quotation is divided into lots. Bidders may submit a quotation for one lot only, two lots or all three lots.
- 3.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The bidder 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, in accordance with the award criteria as in Article 8 of

this quotation document's Instructions to Bidders.

4. Variant Solutions

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

5. Financing

- 5.1 The project is financed from local budget funds.

6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

7. Selection and Award Requirements

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

(A) Eligibility Criteria

- (i) No Bid Bond is required. ^(Note 1)
- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration. ^(Note 3)
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. ^(Note 2)

(B) Selection Criteria

Financial and Economic Standing

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

Proof of Technical Capacity

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

(C) Technical Specifications

- (i) Bidder's Technical Offer in response to specifications or a declaration that the bidder will comply with all terms and conditions of the Quotation Document ^(Note 3)

(D) Financial Offer

- (i) 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 quotation satisfying the administrative and technical criteria.

9. Submission of Quotation

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

- (i) Statement on Conditions of Employment
- (ii) Bidder's Declaration

- (iii) List of Literature.
- (iv) Professional Compost Specifications
- (v) Financial Offer

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

All packages must bear only:

- (i) the reference of the invitation to quotation concerned;
- (ii) the name of the bidder.
- (iii) the No. of the lots.

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 with Clause 23, 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 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 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 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 bidder 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. Bidders 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	Submission of seeds' specifications including cultivation periods and resistances/tolerances	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 **Works Contracts (Version 1.07 dated 2 August 2016)**, for Supplies Contracts (Version 1.06 dated 4 January 2016) and for **Services Contracts (Version 1.09 dated 22 July 2016)** can be viewed/downloaded from:

www.etenders.gov.mt

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

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 12: Insurance

- 12.1 As per general conditions

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 Delivery is to take place at the Government Experimental Farm Xewkija, Gozo and the time of delivery shall be within three weeks from issue of letter of acceptance and subsequently as and when required by the Projects and Development Directorate.

Article 24: Quality of Supplies

- 24.2 As per General Conditions and Technical Specifications.

Article 25: Inspection and Testing

- 25.2 Inspection of goods will take place upon delivery.

Article 26: Methods of Payment

Payments will be made in euro

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

The awarded bidder will be required to issue and submit an invoice to the Contracting Authority.

This invoice should include the Bidders address, contact details, V.A.T. Registration number, description and quantity of items supplied, date of delivery, the net price per item, total value excluding V.A.T., the total value of V.A.T., and the total amount, V.A.T. included.

Payment will only be settled following delivery of items as per clause 1.3 of the instructions to bidders when the Directorate for Projects and Development assures that the items are to its satisfaction as per the specifications laid down in this document.

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 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.
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.

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 - TERMS OF REFERENCE

1 Introduction

- 1.1 The Projects and Development Directorate within the Ministry for Gozo requires the Supply and Delivery of Greenhouse and Open Field Crops Seeds for Trials, Production of Vegetable Seedlings and Professional Compost for Seedlings, for the Government Experimental Farm, Xewkija Gozo. The specifications required are being provided in Clause 2 of the Terms of Reference.
- 1.2 Applicants shall submit the quotation as per the stipulated format of this document. Each application submitted in response to this call for quotations must clearly indicate the details of the applicant as per the attached documentation

2 Specifications

1. Specifications for Greenhouse seeds

1.1 Cucumbers

- a. Two varieties, 500 seeds each,
- b. F1 Hybrid,
- c. Parthenocarpic,
- d. Long fruits (30-50cm),
- e. Indeterminate growth,
- f. Ideal for Southern Mediterranean climate, autumn/winter crops.

1.2 Green peppers

- a. Two varieties, 500 seeds each,
- b. F1 Hybrid,
- c. Lamuyo type (size 8cm x 16cm),
- d. One variety – green to red,
- e. One variety –green to yellow,
- f. Should be resistant/tolerant to TSWV (Tomato spotted wilt virus),
- g. Ideal for Southern Mediterranean climate, autumn/winter crops.

1.3 Tomatoes

- a. Two varieties, 1000 seeds each,
- b. F1 Hybrid,
- c. One variety - Round tomatoes (70-130g),
- d. One variety – Oval tomatoes (70-130g),
- e. Red varieties,
- f. Ideal for Southern Mediterranean climate,
- g. Indeterminate growth,
- h. Resistant to TYLCV (Tomato yellow leaf curl virus) and TMV (tomato mosaic virus),
- i. Preferably resistant/tolerant to TSWV (Tomato spotted wilt virus).

1.4 Aubergines

- a. Two varieties, 250 seeds each,

- b. F1 Hybrid,
 - c. Oval type,
 - d. Ideal for Southern Mediterranean climate, autumn/winter crops.
- All seeds should be registered with the National catalogue.
 - Should be for greenhouse production.
 - **Bidders are to submit seeds' specifications including cultivation periods and resistances/tolerances.**

2. Specifications for open field vegetable seedlings

2.1 Onion

- a. 1000g seeds of yellow onion,
- b. 1000g seeds of red onion,
- c. Seeds to be sown in autumn.

2.2 Cauliflower

- a. quantity 10g,
- b. to be sown in autumn.

2.3 Cabbages

- a. quantity 10g,
- b. to be sown in autumn.

- All seeds should be registered with National catalogue.
- Should be for outdoor production.
- **Bidders are to submit seeds specifications including cultivation periods and resistances/tolerances.**

3. Specifications for Professional compost

- Minimum quantity required 700L
- Professional compost suitable for vegetable seedlings with good drainage system.
- Should be fine in order to be filled in trays.
- Volume per bag should be from 65 to 85 litres.
- Bidders are requested to submit specifications.

The quotation must include also costs related to the delivery and unloading of the items at the Government Farm in Xewkija.

The Directorate for Projects and Development in the Ministry for Gozo reserves the right to refuse even the most advantageous offers made, or to withdraw this call as may be deemed in Government's best interest. The final selection shall be at the sole discretion of the Projects and Development Directorate and the same Directorate is not bound to give any justification for the selection made or decisions taken. The Directorate's decision is final.

Full payment will only be settled (a) upon delivery of items as per clause 1.3 of the instructions to bidders when the Directorate for Projects and Development assures that the items are to its satisfaction as per the specifications laid down in this document.

FINANCIAL BID

Quotation Title: Quotation for the Supply and Delivery of Greenhouse and Open Field Crops Seeds for Trials, Production of Vegetable Seedlings and Professional Compost for Seedlings, for the Government Experimental Farm, Xewkija Gozo

Reference Number: MGOZ Q 85/2016

ONLY QUOTATIONS SUBMITTED IN THE STIPULATED FORMAT WILL BE CONSIDERED

Lots	Description	Qty	Total Amount Excl. VAT
1	<u>Greenhouse seeds</u>		
1.1	Cucumber variety 1	500 seeds	
	Cucumber variety 2	500 seeds	
1.2	Peppers variety 1	500 seeds	
	Peppers variety 2	500 seeds	
1.3	Tomatoes variety 1	1000 seeds	
	Tomato variety 2	1000 seeds	
1.4	Aubergines variety 1	250 seeds	
	Aubergines variety 2	250 seeds	
	<u>Total for Lot 1 amount (Excl. Vat)</u>		
2	<u>Outdoor seeds</u>		
2.1	Onion (yellow)	1000 grams	
2.2	Onion (red)	1000 grams	
2.3	Cauliflower	10 grams	
2.4	Cabbages	10 grams	
	<u>Total for Lot 2 amount (Excl. Vat)</u>		
3	<u>Compost (Please specify volume)</u>	700L	
	<u>Total for Lot 3 amount (Excl. Vat)</u>		
	<u>Grand Total amount (Excl. Vat)</u>		

Signature:

Quotation Title: Quotation for the Supply and Delivery of Greenhouse and Open Field Crops Seeds for Trials, Production of Vegetable Seedlings and Professional Compost for Seedlings, for the Government Experimental Farm, Xewkija Gozo

BIDDER DETAILS

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

ONLY QUOTATIONS SUBMITTED IN THE STIPULATED FORMAT WILL BE CONSIDERED

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

Signature: _____

Date: _____

Name: _____

ID: _____

C BIDDER'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 quotation for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to Quotation No MGOZ Q 85/2016 of 27/09/2016. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our quotation offer not being considered any further.
- 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 following supplies:

Supply and Delivery of greenhouse vegetable seeds, open field vegetable seeds and compost for seedlings.

- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:

Lot 1 - €.....

Lot 2 - €.....

Lot 3 - €.....

4. This quotation is valid for a period of 90 days from the final date for submission of tenders.
5. If our quotation is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions. (Applicable for bids and quotations with value over €10,000.)
6. We are making this application in our own right for this quotation. We confirm that we are not tendering for the same contract in any other form. 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 quotation 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 ^(Note 2)

- Statement on Conditions of Employment

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

- Bidder's Technical Offer or a declaration that the bidder will comply with all terms and conditions of the quotation document and List of Litreture

(c) **Quotation Form and Financial Offer** ^(Note 3)

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. 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 five 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*

- 11 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 10(a) 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.
- 12 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 bidder: _____

Duly authorised to sign this quotation on behalf of: _____

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

Stamp of the firm/company: _____

Place and date: _____

Statement on Conditions of Employment

**Bidders 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 bidder)

Date: