

REFERENCE NUMBER: MGOZ Q 27/2018

**Quotation for the Provision of Services to perform Door-to-Door
Visits in relation to the Consume-Less Project funded through
INTERREG MED Programme 2014-2020**

Date Published: Friday, 9th February 2018

Quotation Opening: Friday, 23rd February 2018 At 10:00am CET



INTERREG MED PROGRAMME 2014-2020
Project part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds



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

Table of Contents

Table of Contents.....	2
SECTION 1 - INSTRUCTIONS TO BIDDERS.....	3
1. General Instructions.....	3
2. Timetable.....	3
3. Lots.....	3
4. Variant Solutions.....	3
5. Financing.....	3
6. Clarification Meeting/Site Visit.....	4
7. Selection and Award Requirements.....	4
8. Criteria for Award.....	5
9. Submission of Quotation.....	5
10. Data Protection and Freedom of Information.....	6
11. Gender Equality.....	6
SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....	7
SECTION 3 - SPECIAL CONDITIONS.....	10
SECTION 4 - TECHNICAL SPECIFICATIONS (Note 3).....	12
FINANCIAL BID (Note 3).....	13
BIDDER DETAILS (Note 3).....	14
BIDDER'S DECLARATION(S) (Note 3).....	16
Technical Offer form.....	18
Statement Form.....	19
Data on Joint Venture/Consortium (Where applicable).....	20
POWER OF ATTORNEY.....	21
Declaration Exclusion Grounds.....	22

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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 provision of services to carry out door-to-door training visits to restaurants in Gozo, in connection with the *CONSUME-LESS* project which is financed under the Interreg Med Programme 2014-2020.
- 1.3 The place of acceptance of this service shall be as indicated by the EcoGozo Regional Development Directorate, the time-limits for the provision of these services shall be **within a total of 6 weeks from official order by the Contracting Authority or the date of the last signature on the contract/letter of acceptance, as stipulated at Article 18.2 of the Special Conditions, and the INCOTERM<sup>2000</sup> applicable shall be Delivery (Duty Paid).**
- 1.4 This is a fee based service contract.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The contracting Authority for this call is the EcoGozo Regional Development Directorate.

## 2. Timetable

|                                                                                                                                                         | DATE                           | TIME* |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                               | N/A                            | N/A   |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on<br>procurement.mgoz@gov.mt | 15 <sup>th</sup> February 2018 | Noon  |
| Last date on which additional information are issued by the Contracting Authority                                                                       | 19 <sup>th</sup> February 2018 | Noon  |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                   | 23 <sup>rd</sup> February 2018 | 10:00 |
| * All times Central European Time (CET)                                                                                                                 |                                |       |

## 3. Lots

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

## 4. Variant Solutions

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

## 5. Financing

- 5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of the INTERREG MED PROGRAMME 2014-2020.

## **6. Clarification Meeting/Site Visit**

- 6.1 No clarification meeting/site visit is planned.

## **7. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering (included as part of the Bidder's Declaration). <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2A)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2A)</sup>

### **(B) Exclusion (including Blacklisting)- information to be submitted as per attached form.(Note 2)**

- (i) *Declaration concerning exclusion grounds*
- (ii) *Declaration concerning Selection Criteria - Not Applicable*

### **(C) Technical Specifications**

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

### **(D) Financial Offer**

- (i) A filled-in Financial Bid Form<sup>(Note 3)</sup>

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

1. *Not Applicable for departmental tenders.*
2. A) *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*  
B) *Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.*  
*All Rectifications are free of charge.*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

## **8. Criteria for Award**

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

## **9. Submission of Quotation**

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

- (i) Statement on Conditions of Employment
- (ii) Bidders' Details
- (iii) Bidder's Declaration
- (iv) Technical Offer
- (v) Declaration concerning Exclusion Grounds

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

All packages must bear only:

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

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

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

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

Quotations submitted by any other means will not be considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION 3 - SPECIAL CONDITIONS

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

### Article 2: Notices and Written Communications

- 2.4 The Director  
EcoGozo Regional Development Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo

### 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

- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.

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

- 13.2 Not applicable.
- 13.3 As per General Conditions.

### Article 14: Intellectual and Industrial Property Rights

- 14.3 As per General Conditions.

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

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

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

- 16.4 Further to the provisions of the General Conditions, any personnel engaged by the contractor to carry out the services under this contract must be in possession of all necessary qualifications and skills required to carry out such duties. The personnel must be fully conversant with the conditions of the contract and it is expected that they are courteous at all times. The personnel will also be required to attend the training sessions mentioned within the Terms of Reference. Moreover, the personnel should have sufficient knowledge of the English and Maltese languages enabling them to perform the door-to-door training adequately. The Contractor will be required to submit a list of all the proposed personnel to the Contracting Authority following the endorsement of the contract or official order, prior to the commencement of the services. The Contracting Authority reserves the right to request the Curriculum Vitae (based on Europass format) of the person/s who will be carrying out the training, and any relevant qualifications should be clearly indicated and inserted in the CV.

The contractor may be compelled to remove and replace immediately any employee who in the opinion of the Contracting Authority may not be competent to perform the tasks assigned properly or whose behavior in terms of the instructions issued by the Contracting Authority is considered as unacceptable.

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

- 18.1 The commencement date will be the date of the last signature on the contract/letter of acceptance or the date of the official order.
- 18.2 The period of execution of the contract will be;
- three (3) weeks from the date indicated at Article 18.1 for the completion of all the visits mentioned in the Terms of Reference;
  - three (3) weeks, from the end of the three (3) week period assigned to the completion of the visits, for the collection and submission to the Contracting Authority of the filled in and signed application forms

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

- 19.2 Further to the general conditions, the compensation per day for penalty of delay shall be €100 per day's delay up to a limit of 20% of the contract price. This shall also apply if the contractor fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Quotation document. Moreover, the Contracting Authority reserves the right to engage other Contractors and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor. The daily penalty shall be applied for a period of not more than fifteen (15) days.

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

- 20.2 As per General Conditions.
- 20.5 Not Applicable.
- 20.6 Not Applicable.

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

- 24.1 Further to the provisions of the General Conditions, the Contractor shall provide a final report detailing the results of the visits. An email address for submission of this reporting will be provided to the awarded contractor following endorsement of the contract.

**Reports are considered approved upon clearance from the Contracting Authority.**

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

- 26.1 This is a fee based contract.  
Prefinancing does not apply to this quotation.

Payment will be effected in accordance with claims submitted by the awarded contractor following submission and approval by the Contracting Authority of each report. Payments will only be effected against a valid VAT invoice. Fiscal receipts should be issued accordingly.

- 26.2 As per General Conditions.

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

- 27.2 Not applicable.  
27.5 Not applicable.

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

- 30.1 Not applicable  
30.5 No additional payment shall be due, over and above that stipulated in the awarded contract value, for the carrying out of any measurements on works executed.

## **Article 32: Breach of Contract**

- 32.2 As per General Conditions.

## **Article 39: Further Additional Clauses**

The Contracting Authority reserves the right not to order the whole quantity shown in the Terms of Reference and Financial Bid Form, and would not by doing so be held liable to any damages or other costs whatsoever. A full list of the restaurants to be visited outlining their location and contact persons will be provided to the awarded bidder following endorsement of the contract or official order by the Contracting Authority, and following the completion of the training sessions mentioned in the Terms of Reference.

## SECTION 4 - TERMS OF REFERENCE <sup>(Note 3)</sup>

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. Background

The Contracting Authority is requesting quotations for the provision of services to carry out door-to-door training visits to restaurants in Gozo, in connection with the *CONSUME-LESS* project which is financed under the Interreg Med Programme 2014-2020.

*CONSUME-LESS* aims at demonstrating the effectiveness of a sustainable tourism model based on the qualification of the coastal cities as “consume-less” locations. The Ministry for Gozo is one of twelve active partners in the project. The total budget allocation for the Ministry for Gozo for this project is € 255,000.

Expenditure incurred in relation to this project may be financed by the European Union. Such expenditure may therefore be claimed under the project provided that such costs are provided for and included in the project Application Form.

The selection of the successful bidder will take place in line with the Public Procurement Regulations (LN 352 of 2016) and its subsequent amendments.

### 2. Scope

The scope of this project is to provide door-to-door training visits to restaurants in Gozo, with the aim of informing restaurant owners about the Consumeless Med label, and motivate them to join this label.

The awarded bidder will need to satisfy the requirements below. As an alternative, the winning bidder can recruit personnel as trainer/s, as he/she deems necessary to carry out the training on his/her behalf. The trainers recruited will need to satisfy the requirements set in these Terms of Reference.

### 3. Contractor's Obligations

The personnel engaged to carry out the training should be a student, graduate or professional from the Architecture or Engineering courses or professions.

Any personnel engaged by the contractor to carry out the services under this contract must be in possession of all necessary qualifications and skills required to carry out such duties. The personnel must be fully conversant with the conditions of the contract and it is expected that they are courteous at all times. The personnel will also be required to attend the training sessions mentioned hereunder. Moreover, the personnel should have sufficient knowledge of the English and Maltese languages enabling them to perform the door-to-door training adequately. The Contractor will be required to submit a list of all the proposed personnel to the Contracting Authority following the endorsement of the contract or official order, which shall include the Name, Surname, I.D.no., email address, phone or mobile contact number and the qualification/position as per requirements mentioned above. The Contracting Authority reserves the right to request the Curriculum Vitae (based on Europass format) of the person/s who will be carrying out the training, and any relevant qualifications should be clearly indicated and inserted in the CV.

The contractor may be compelled to remove and replace immediately any employee who in the opinion of the Contracting Authority may not be competent to perform the tasks assigned properly or whose behavior in terms of the instructions issued by the Contracting Authority is considered as unacceptable.

Rates quoted by the contractor will be per visit and will include all services as indicated in this dossier, and should be inclusive of transport, duration, engaged personnel, any type of expenses and any other charges (but exclusive of VAT). Bidders shall factor this and other such or similar Contract conditions in their submissions. The contracting Authority will not accept any additional requests for payments in addition to the rates submitted with the offers. The Contracting Authority reserves the right to increase or decrease the quantities specified according to its exigencies, and would not by doing so, be held liable for any damages

## Training

The contracting authority (ecoGozo Regional Development Directorate within the Ministry for Gozo) will organise an information session with the selected trainer/s, during which an overview of the Consume-less project will be given and the training package for the door-to-door training will be demonstrated and explained.

## **4. Execution of the Contract**

### Responsibilities

It is the responsibility of the awarded bidder to visit all restaurants (registered with MTA) in Gozo (approximately 105) within 3 weeks from the official order of commencement or date of the Letter of Acceptance/Contract, as specified in the “Time Frame” section below. A full list of the restaurants to be visited outlining their location and contact persons will be provided to the awarded bidder following endorsement of the contract or official order by the Contracting Authority, and also after completion of the training sessions mentioned above.

During the visit the trainer/s has to explain, discuss with and pass on the information which will be included in the training package. The material for the training package will be provided by the Contracting Authority to the awarded bidder.

The trainer will also hand an application form to the restaurant owner/s. If the latter agrees to apply the ConsumelessMed label, the trainer has to collect the filled in and signed application form and give it to the Contracting Authority within 6 weeks from the order of commencement or date of the Letter of Acceptance/Contract.

### Successful and Unsuccessful Visits

For the purpose of this contract, successful completion of a door-to-door visit means that the trainer has successfully completed a visit of approximately 30 minutes, after which the restaurant owner signs the door-to-door visit sheet, to be provided by the Contracting Authority, against the respective ID number.

In the case where two unsuccessful attempts to contact the restaurant owner were made, or where the restaurant owner refused the visit, this will be considered as an unsuccessful completion, which will eventually affect the total completion percentage. Unsuccessful completions are not eligible for payment.

### Timeframes

The awarded bidder shall be expected to work according to the timeframes set by the Contracting Authority which are specified below:

|               |          |              |
|---------------|----------|--------------|
| Working hours | 4        | hours/day    |
| Working Days  | 5        | days/week    |
| Contingency   | 10       | %            |
| <b>Total</b>  | <b>3</b> | <b>weeks</b> |

The collection of the filled in applications and submission to the Contracting Authority shall occur following the 3 week period mentioned in the table above. Any such applications must be submitted to the Contracting Authority within 3 weeks from the end of the period mentioned in the table above.

### Payments

Payments will be made to the winning bidder as one final payment following completion of all services listed in these Terms of Reference and submission of an Invoice clearly listing the services rendered. Only successful visits as specified in these Terms of Reference can be invoiced, and the original door-to-door signed and completed visit sheet had to be provided with the invoice.



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

MINISTRY FOR GOZO  
St. Francis Square, ir-Rabat, Ghawdex

**Quotation Title: Quotation for the provision of Services to perform Door-to-Door visits in relation to the Consume-Less Project funded through INTERREG MED Programme 2014-2020**

**Reference Number: MGOZ Q 27/2018**

## Financial Bid Breakdown

| Item No.                                                               | Description                                                                                                                   | Quantity of visits * | Rate per visit including all charges, Taxes, Other Duties, & Discounts but Exclusive of VAT<br>Amount in EURO (€) | Total Price including all charges, Taxes, Other Duties, & Discounts but Exclusive of VAT<br>Amount in EURO (€) |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1                                                                      | Procurement of Services to perform door-to-door visits as per the Terms of Reference and Conditions of the Quotation Document | 105                  |                                                                                                                   |                                                                                                                |
| Grand Total inc. Taxes, other duties & discounts but Exclusive of VAT: |                                                                                                                               |                      |                                                                                                                   |                                                                                                                |

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

-VAT shall be paid in accordance with the applicable VAT Regulations. Please note that all economic operators are bound to abide with Financial regulations in Terms of VAT

\* A full list of the restaurants to be visited outlining their location and contact will be provided to the awarded bidder following endorsement of the contract or official order by the Contracting Authority, and following the completion of the training sessions mentioned in the Terms of Reference. The quantity indicated in the table above is indicative and for evaluation purposes and the Contracting Authority reserves the right not to order the whole quantity specified, according to its exigencies, and would not by doing so, be held liable for any damages. The rate and Total price to be submitted will cover for all the services required under this contract's terms and conditions and no additional requests for payment will be accepted by the Contracting Authority.

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

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

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

ID No \_\_\_\_\_

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

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

Reference number: MGOZ Q 27/2018

Quotation for the provision of Services to perform Door-to-Door visits in relation to the Consume-Less Project funded through INTERREG MED Programme 2014-2020

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

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

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

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

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

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

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

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

- 1 We have examined, and accept in full and in its entirety, the content of this quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No MGOZ Q 27/2018 of 09/02/2018. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our quotation offer not being considered any further. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the services, as per description on the Terms of Reference and Financial Bid.
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
€ .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 If our quotation is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions. (Applicable for bids and quotations with value over €10,000.)
- 6 We are making this application in our own right and **[as partner in the consortium led by < name of the leader / ourselves> ]** for this quotation. We confirm that we are not quoting for the same contract in any other form. **[We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].** We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the quotation procedure.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this quotation if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quotation in this procedure. We recognise that our quotation may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quotation.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.



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

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

(i) Statement on Conditions of Employment

(b) **Exclusion (including Blacklisting)- information to be submitted as per attached form.(Note 2)**

(i) Declaration concerning exclusion grounds

(ii) Declaration concerning Selection Criteria - Not applicable

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

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

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

**Notes:**

1. Not Applicable for departmental tenders.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. **No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.**

All Rectifications are free of charge.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

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

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

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

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

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

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

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

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

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

### Declaration:

I / We declare that I/we confirm that the services of door-to-door visits will be carried out in accordance with the Terms of Reference and all Terms and Conditions of the Quotation Document, and as detailed in the Financial Offer.

Name of Tenderer / Company: .....

Signature:.....

Date:.....

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

## Statement on Conditions of Employment

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

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

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

Signature: .....

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

Date: .....

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

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

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

Date: .....

## POWER OF ATTORNEY

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

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

**Date:** .....

## DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

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Signature

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Name of Company