



REFERENCE NUMBER: MGOZ Q 44/2018

Quotation for the Provision and Delivery of a Lawn Mower for the Villa Rundle Gardens

Date Published: Tuesday 27th February, 2018

Quotation Opening: Tuesday 13th March, 2018 At 10:00am CET

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

Eco-Gozo Regional Development Directorate, St. Francis Square, Victoria, Gozo VCT 1335

Tel: 22100222 Email: procurement.mgoz@gov.mt

Quotation for the Provision and Delivery of a Lawn Mower for the Villa Rundle Gardens

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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 and delivery of a lawn mower for the Villa Rundle Gardens.
- 1.3 The place of acceptance of the supplies shall be at The Villa Rundle Gardens, Victoria, Gozo, the time-limits for the execution of the contract shall be four (4) weeks and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit-price supply contract.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The Contracting Authority for this quotation is the Projects and 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><b>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a></b> | 5 <sup>th</sup> March, 2018  | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                        | 9 <sup>th</sup> March , 2018 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                    | 13 <sup>th</sup> March, 2018 | 10:00am |

\* All times Central European Time (CET)

## 3. Lots

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

## 4. Variant Solutions

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

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering (included as part of the Bidder's Declaration). <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. <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) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)). <sup>(Note 2a)</sup>

- (i) Declaration concerning exclusion grounds - Blacklisting and Exclusion Form
- (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 <sup>(Note 3)</sup>
- (ii) Literature as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. 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. (Note 2B)

### (D) Financial Offer

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

#### Notes to Clause 7:

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.

## 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) Blacklisting and Exclusion Form
- (iii) Bidders' Details
- (iv) Bidder's Declaration
- (v) Technical Offer
- (vi) Literature as per Literature List

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 indicated in the timetable in Clause 2. 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: 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*

Officer in Charge,  
Afforestation Section,  
Villa Rundle Garden  
Republic Street  
Victoria Gozo  
Malta

### *Article 7: Supply of Documents*

As per General Conditions

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

### *Article 12: Insurance*

- 12.1 Not Applicable.

### *Article 15: Tender 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 Contract shall commence from the date of the letter of acceptance or official order.

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

19.1 The awarded bidder shall supply and deliver the lawn mower as per specifications within four (4) weeks from the date of the letter of acceptance.

Following award of contract, the Contracting authority also reserves the right to seek the purchase of such items from other suppliers should the ordered supplies not be delivered in the agreed time scales, and the Contracting authority would not by doing so, be held liable for any damages. In such a case, any extra expenses incurred, further to the contract rates, shall be borne by the Contractor.

**Article 21: Delays in Execution**

Further to the provisions of the General Conditions, a daily penalty of twentyEuro (€20.00) shall be charged to the Contractor in case of delay in delivery of the equipment or delay in the servicing or repair of the equipment as stipulated at Article 32.1 and 33.1 of these Special Conditions. 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 22: Modification to the Contract**

22.1 Subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right to vary the quantities specified. The unit prices used in the tender shall be applicable to the quantities procured under the modification.

22.9 Not Applicable

22.10 Not Applicable

**Article 25: Inspection and Testing**

25.2 Inspection shall take place upon delivery at the Afforestation Section, Villa Rundle Gardens, Victoria, Gozo.

**Article 26: Methods of Payment**

26.1 Payments will be made in Euro.

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

26.3 As per General Conditions.

- 26.5 An Invoice must be issued by the Contractor for the delivery and respective payment will be processed following certification by the Contracting Authority

**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 (2) months of late payment, claim late-payment interest:
- a) 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%);
  - b) 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.
- 29.2 As per General Conditions.
- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.
- 29.5 The delivery must be accompanied by a Delivery Note. An official invoice must also be presented following acceptance.

Delivery shall also include Manuals & Catalogues. The prospective supplier shall furnish, together with the lawnmower, all relevant literature in English to include:

- a. Operating instructions
- b. Maintenance Manual
- c. Spare Parts Catalogue in soft or hard copy

Delivery shall be effected within four (4) weeks from date of letter of acceptance.

**Article 32: Warranty**

- 32.1 This warranty shall remain valid for a minimum period of 2 years after provisional acceptance on all mechanical, electrical and body parts including all labour costs

During the warranty period, the Contractor shall be responsible to guarantee the equipment and during which the contractor is bound to rectify all faults and defects within 5 calendar days from notification and all costs entailed for material, spare parts and labour are to be borne by the contractor. The Contractor shall be responsible as soon as practicable, for making good any defect in or damage to the equipment which may appear or occur during the Warranty Period. The Warranty Period for all items replaced or renewed as a result of the aforementioned

circumstances, shall recommence from the date on which the replacement or renewal was made to the satisfaction of the Contracting Authority.

The Contracting Authority shall reserve the right to request complete replacement of goods as against the repair of goods and/or the replacement of defective parts.

The Contractor shall ensure that during the warranty period all parts and any works required to repair such faults or to replace faulty parts and equipment are free of charge. The warranty period may recommence in accordance with Article 32.3 of the General Conditions.

***Article 33: After Sales Service***

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales services (including availability of spare parts) for a period of 10 years (including warranty period).

***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***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a national court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

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

**Note:**

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

This Call for quotations is for the Quotation for the Provision and Delivery of a Lawn Mower for the Villa Rundle Gardens

The Lawn mower shall have the following specifications:

### 1. Engine

- a. The engine shall be a 4-stroke gasoline engine.
- b. The Displacement has to range between 180cc to 190cc

### 2. Drive System

- a. The driving system has to be self-propelled
- b. The forward speed of the mower shall range between 4 to 6 km/h.
- c. The transmission shall have variant speed gears
  - d. The wheels shall be 4 wheel drive

### 3. Cutting Deck

- a. The cutting deck shall be made of steel.
- b. The machine shall eject the cut material from the rear.
- c. The cutting height shall be adjustable with a minimum of 3 cutting steps
- d. The minimum cutting height shall be of 30mm
- e. The maximum cutting height shall be of 90mm
- f. The cutting width shall range from 54cm to 58cm.

### 4. Other Features included with Equipment

- a. Adjustable ergonomic handle
- b. Fabric collector
- c. Water hose connection
- d. Plastic Wheels
- e. Control and safety levers on handle

Other Requirements:

- The prospective supplier shall furnish, together with the lawnmower, all relevant literature in English to include:
  - Operation instructions
  - Maintenance manual
  - Spare parts manual

- The successful tenderer shall guarantee the lawnmower, all parts (mechanical and electrical) and labour inclusive, for at least twenty-four (24) months from delivery and also ensure the availability of spare parts ex-stock for at least ten (10) years

Literature as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage.

#### Delivery

- All deliveries should take place from Monday to Friday during office hours as and when instructed by the Contracting Authority
- The delivery must be made within four (4) weeks of the date of the official order.
- Payments will only be settled following delivery of the items ordered and after the Contracting Authority confirms that the items conform with the specifications of this document and certification of relative invoice is processed

## Tenderer's Technical Offer<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.

This form is to be submitted with the Bidder's offer. Bidders that fail to complete, duly sign and submit the requested information will be deemed as non compliant and will not be considered further for final adjudication.

### Declaration:

I / We declare that as part of our technical offer, we confirm that the supply and delivery of the Lawn mower will be carried out in accordance with the Technical Specifications (Section 4), and as detailed in the Financial Offer.

Name of Tenderer / Company: .....

Signature:.....

Date:.....

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

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

**Quotation Title: Quotation for the Provision and Delivery of a Lawn Mower for the Villa Rundle Gardens**

**Reference Number: MGOZ Q 44/2018**

| Item                                                                                                                              | Description                                                                                             | Quantity | Price including Duties & Other Taxes/Charges <u>but</u> exclusive of VAT (Delivered Duty Paid-DDP)<br><br>€ |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------|
| 1                                                                                                                                 | Provision and Delivery of a Lawn Mower for the Villa Rundle Gardens as per specifications in Section 4. | 1        |                                                                                                             |
| <b>GRAND TOTAL INCLUDING TAXES/CHARGES, OTHER DUTIES &amp; DISCOUNTS <u>BUT</u> EXCLUSIVE OF VAT (DELIVERED DUTY PAID - DDP):</b> |                                                                                                         |          |                                                                                                             |

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.

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

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

Name \_\_\_\_\_

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



## BIDDER DETAILS

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

Reference number: MGOZ Q 44/2018

QUOTATION FOR THE PROVISION AND DELIVERY OF A LAWN MOWER FOR THE VILLA RUNDLE GARDENS IN VICTORIA, GOZO

|                                    |  |
|------------------------------------|--|
| 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: \_\_\_\_\_

## LITERATURE LIST

| Item | Description                                                                                                                                                                                                                              | Reference in Quotation Document      |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1.1  | Fully illustrated manufacturer's technical literature including <b>technical data sheet(s), descriptions and photographs of the mower; presenting clearly the specifications and</b> clearly indicating the model that is being offered. | <b>Section 4: Terms of Reference</b> |

## 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 44/2018 of 23/02/2018. 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 supplies, as per description on the Financial Bid
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
€: .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 If our quotation is accepted, we undertake to provide a performance guarantee of 4% 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) and Selection Criteria** <sup>(Note 2)</sup>
  - (i) Declaration concerning exclusion grounds - Blacklisting and Exclusion Form
  - (ii) Declaration concerning Selection Criteria - Not Applicable
  
- (c) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>
  - (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. (Note 3)
  
  - (ii) Literature as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. (Note 2B)
  
- (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 10(a) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) working days, 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 for quotations 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<sup>(Note 2)</sup>

**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 2.2) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

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

**Date:** .....

**BLACKLISTING AND EXCLUSION FORM  
DECLARATION CONCERNING EXCLUSION GROUNDS<sup>(Note 2)</sup>**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company