



REFERENCE NUMBER: MGOZ Q 69/2018

**Quotation for a Period Contract for a Cesspit Emptying Service
for the Civil Abattoir in Xewkija, Gozo, Malta - Projects and
Development Directorate - Ministry for Gozo**

Date Published: Friday 1st June 2018

Quotation Opening: Tuesday 19th June 2018 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

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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 Cesspit Emptying Service for the Civil Abattoir in Xewkija, Gozo, Malta.
- 1.3 The place of acceptance of the service is the Civil Abattoir in Xewkija Gozo, Malta, and the time-limits for the execution of the contract shall be as indicated within the Special Conditions and Terms of Reference of this dossier, and the INCOTERM²⁰¹⁰ applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a fee based for service contracts.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The Contracting Authority for this call is the Projects and Development Directorate - Ministry for Gozo.

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	11/06/2018	Noon
Last date on which additional information are issued by the Contracting Authority	15/06/2018	Noon
Deadline for submission of quotations (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	19/06/2018	10:00am

* All times Central European Time (CEST)

3. Lots

- 3.1 This quotation not divided into lots, and offers must be for the whole of quantities indicated. Offers 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 for this call.

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 General Rules Governing Tendering (included as part of the Bidder's Declaration). ^(Note 3)
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. ^(Note 3)
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. ^(Note 2)
- (v) Data on Joint Venture/Consortium (if applicable) ^(Note 2)
- (vi) Power of Attorney (if applicable) ^(Note 2)

(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)
- (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 financial offer calculated on a basis of **Delivered Duty Paid (DDP)²⁰⁰⁰** for the services tendered. ^(Note 3)
- (ii) A filled-in Financial Bid Form^(Note 3)

Notes to Clause 7:

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) Bidders' Details
- (iii) Bidder's Declaration
- (iv) Technical Offer
- (v) Declaration concerning Exclusion Grounds
- (vi) Literature as per Literature List
- (vii) Financial Offer

All quotations must be received by the 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 Projects and 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

Further to the General Conditions no performance guarantee is required if the value of the contract does not exceed €10,000 excluding VAT.

Article 13: Medical, Insurance and Security Arrangements

- 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

Further to the provisions of the General Conditions, the equipment used for this contract shall comply in every aspect with the Terms of Reference of this dossier. The Contractor must ensure that he will provide alternative equipment, with the same specifications requested in this quotation document, immediately after any possible breakdowns or any other reason which may render the equipment unusable during the rendering of services under this contract, and must also ensure that in doing so the services are rendered as indicated in this call's conditions and without any interruptions. The Contractor must notify the Contracting Authority's

representative (all relative details must be provided) immediately whenever such an instance occurs.

The Contracting Authority reserves the right to carry out inspections on the proposed equipment to ensure adherence with this call's conditions.

Any personnel engaged by the Contractor to carry out the services under this contract must be in possession of all necessary permits, qualifications and skills required to carry out such duties.

Article 18: Execution of the Contract

- 18.1 The contract will commence on the date indicated by the Contracting Authority following issue of letter of acceptance or signature of contract as applicable.
- 18.2 The period of execution of the contract will be for a period of twenty-four months from the date of letter of acceptance or signature of contract as applicable which period may be extended for a further period of twelve months.

The cesspit emptying service will be provided as and when requested. within 24 hours from the time of request by the Contracting Authority unless a lesser time is agreed upon for urgent cases during implementation. To this end the Contractor must also provide a mobile phone number following the issue of the letter of acceptance or endorsement of the contract in order for the Contracting Authority to be able to contact him/her at the earliest instance when the service is required or to rectify any defaults from the quotation conditions.

Article 19: Delays in Execution

- 19.2 Further to the General Conditions, the compensation for penalty of delay shall be €50 per hour delay and/or contract default up to a limit of 10% of the contract price. Such penalty shall be charged by the Contracting Authority, upon written notification to the Contractor for each and every Contract default and if the Contractor fails to satisfactorily provide the requested services as stipulated in this Quotation Document, and/or the service is found to be 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 Directorate reserves the right to cancel, reject any order awarded and not honored within the delivery date indicated by contract.

Article 20: Modification of the Contract

- 20.1 As per General Conditions.
- 20.5 As per General Conditions
- 20.6 Not applicable.

Article 24: Interim and Final Progress Reports

- 24.1 Further to the General Conditions, payments shall be made on a monthly basis according to the service provided and certified by the Contracting Authority.

Article 26: Payments and Interest on Late Payment

- 26.1 This is a fee-based contract and the contractor shall be paid on a monthly basis upon presentation of an invoice which will be accompanied by the service request and a confirmation from a representative of the Contracting Authority confirming that the cesspit emptying services that were requested have been carried out to his/her satisfaction.

Article 27: Pre-Financing Guarantee

- 27.2 Not applicable.

Article 30: Revision of Prices

- 30.1 No revision of agreed prices shall be allowed for the duration of the services.

Article 39: Further Additional Clauses

The quantities shown on the Financial Bid are only indicative and where necessary may be exceeded. Moreover, the Government reserves the right not to order the whole quantity of service shown and would not by doing so be held liable to any damages or other costs whatsoever.

SECTION 4 - TERMS OF REFERENCE ^(Note 3)

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. GENERAL

This call for Quotation issued by the Projects and Development Directorate is for the emptying of the cesspit at the Civil Abattoir in Xewkija, Gozo and the disposal of the cesspit waste. The material to be emptied consists of small animal residues such as fats and animal hair mixed with other animal derived liquids.

Every emptying assignment will involve the removal and disposal of approximately 2,500 litres of material in one or more trips. The rate to be quoted by bidders is to be **PER ASSIGNMENT IRRESPECTIVE OF THE NUMBER OF TRIPS INVOLVED.**

The cesspit emptying service will be provided as and when requested within 24 hours from the time when requested by the Contracting Authority unless a lesser time is agreed upon for urgent cases during implementation. The emptying shall be carried out as agreed with the Contracting Authority according to its exigencies

The contractor will be responsible for the disposal of the material extracted from the cesspit in accordance with standard regulations.

The service will be provided as and when required for a period of 24 months which may be extended by a further period of 12 months.

2. STANDARDS AND REGULATIONS

The contractor shall hold the necessary permits to deal with the type of waste referred to in this quotation and should hold the necessary permits to handle this type of waste including carriage thereof.

Disposal shall be carried out in accordance with standard regulations and the contractor is to ensure that he/she has the necessary permits for this operation.

3. SPECIAL CONDITIONS

- a) The Contractor shall provide all the required materials, tools, instruments and equipment necessary to carry out the service required on site. The Contractor shall be responsible for his employees, his equipment and will be held responsible for any damages, structural or otherwise, which may be caused as a consequence of the service provision. The Contractor shall cause the least possible inconvenience to the surrounding areas of emptying of the cesspit and the disposal of material extracted.

The Contractor shall comply with the latest regulations as issued by the Health and Safety Authority and Transport Malta with regard to the provision and fixing of warning signs at the approach to the works. It is the Contractor's sole responsibility to ensure that the signs are in place before any works in streets/roads commence. The Contractor is also responsible to ensure that the signs are not removed during the progress of work. Should an accident occur as a result of non-compliance with the above, the Contractor shall be held responsible for all consequences and damages. The Contractor shall apply and pay for any necessary permits with the respective Local Council if applicable. Rates for permits, road closure, wardens, etc. shall be factored in by the tenderer in the Bill of Quantities. The above applies for both emptying and disposal of the material in the cesspit.

- b) The Contractor shall take all possible measures to ensure maximum safety for his workers and for all persons who may be on site during whole procedure of the service from initiation to completion. Danger areas (risk of falling objects, blocking of walkways, etc.) are to be cordoned off for pedestrians unless impracticable. The Contractor shall comply with the latest Health and Safety regulations as issued by the OHSa with regards to safety wear for the employees. All precautions are to be taken by the Contractor to eliminate danger to the public and to the workmen. All damages to any public or private property sustained during the execution of works shall be the responsibility of the Contractor.
- c) The officer in charge on behalf of the Ministry for Gozo reserves the right to inspect the vehicle and equipment and may reject any equipment which is not according to specifications and conditions of this quotation document.
- d) The awarded contractor will be asked to sign a written contract with the contacting authority safeguarding all the tender requirements and conditions.
- e) The Contractor is responsible for any damage caused to his equipment and any damages caused to third parties or third-party property. It is therefore the responsibility of the Contractor to have a valid public liability insurance cover to cover indemnity for damages to third parties and third-party property for the duration of the contract period.
- f) The bidders are requested to submit a copy of the insurance policy or an undertaking by an insurance company or insurance broker to insure the bidder, together with the quotation document as stipulated in the Literature list.

- g) If the Contractor fails to abide by all or any of the above conditions or, the standard of service provided is not to the full satisfaction of the officer in charge, the latter reserves the right not to issue payment for unsatisfactory service. Moreover, the defaulting Contractor may incur a penalty as indicated within the Special conditions of this document.

4. PREPARATORY WORKS

All preparatory works required for the cesspit emptying, transport and disposal of material shall form part of this contract. The Bidder shall therefore allow in the rates quoted for all preparatory works required for the proper execution of the works.

The Contractor shall be responsible for the exact positioning of the vehicle for cesspit emptying and thus shall ensure that all necessary measures are taken for close co-ordination with the officer in charge of the Civil Abattoir prior preparatory works for emptying of the cesspit.

LITERATURE LIST

Item	Description	Reference in Quotation Document
1.2	Permit authorizing the bidder to handle the waste being considered in this tender	Section 4 Terms of Reference Clause 2

TECHNICAL OFFER (Note 3)

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 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 provision Cesspit Emptying Service for the Civil Abattoir in Xewkija, Gozo, including the transport and disposal of the waste, will be carried out in accordance with the Terms of Reference (Section 4) of the Quotation document together with all other terms and conditions of this quotation document, and as detailed in the Financial Offer.

Name of Bidder / Company:

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

Date:.....

FINANCIAL BID^(Note 3)

Quotation Title: Quotation for a Period Contract for Cesspit Emptying Service for the Civil Abattoir in Xewkija, Gozo, Malta - Projects and Development Directorate - Ministry for Gozo

Reference Number: MGOZ Q 69/2018

Item	Description	Number of assignments	Rate per cesspit emptying and disposal assignment including Taxes, other Duties & Discounts but Exclusive of VAT Rate in Euro (€)	Total Amount including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT Amount in EURO (€)
1	Cesspit Emptying Service for the Civil Abattoir in Xewkija, Gozo, including the transport and disposal of the waste as per specifications.	10		

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

*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.

Signature: _____

Date: _____

Name _____

ID No _____

BIDDER DETAILS^(Note 3)

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

Reference number: MGOZ Q 69/2018

Quotation for a Period Contract for Cesspit Emptying Service for the Civil Abattoir in Xewkija, Gozo, Malta

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 69/2018 of 1st June 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 as applicable (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** ^(Note 2)
 - (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** ^(Note 3)
 - (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** ^(Note 3)

Notes:

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: _____

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: Telephone: Fax: Email:
3	Agency in the state of the Contracting Authority, if any <i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>	Address: Telephone: Fax: Email:
4	Names of Partners	(i) (ii) (iii) (iv)
5	Name of Lead Partner
6	Agreement governing the formation of the Joint Venture/Consortium <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:

DECLARATION CONCERNING EXCLUSION GROUNDS

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

Signature

Name of Company