



REFERENCE NUMBER: MGOZ Q 138/2017

Quotation for the Provision of a Minibus Service for Żigu Żajg 2017 Activity in Gozo

Date Published: Tuesday, 24th October 2017

Quotation Opening: Tuesday, 7th November 2017 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

EcoGozo Regional Development Directorate, 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 of a Minibus Service for Žigu Žajg 2017 Activity in Gozo.
- 1.3 Transport will be required on the 21st, 22nd and 23rd November 2017 and the INCOTERM²⁰⁰⁰ 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 (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	30/11/2017	Noon
Last date on which additional information are issued by the Contracting Authority	3/11/2017	Noon
Deadline for submission of quotations (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	7/11/2017	10:00am

* All times Central European Time (CET)

3. Lots

- 3.1 This quotation is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders 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. ^(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. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. ^(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*

(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' may be requested during the adjudication stage to supplement the technical offer submitted. If requested, the Literature must be submitted within 3 working days of being notified to do so. ^(Note 3) If Literature is not submitted within the specified timeframe, offer will not be considered further.

Tenderers are NOT requested to supply Literature and Samples at Publication Stage. Should the Tender Evaluation Committee deem that Literature and/or Samples are required to supplement the technical offer already submitted, such a request will be sought from the Tenderer during the Adjudication Stage.

Should the tenderer submit Literature and Samples at Publication Stage, such items/information shall NOT be taken into consideration

(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 7.1:

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

8. Criteria for Award

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

9. Submission of Quotation

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

- (i) Statement on Conditions of Employment
- (ii) 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

EcoGozo Regional Development Directorate
Ministry for Gozo
St. Francis Square
Victoria, Gozo

Article 5: Supply of Information

As per General Conditions.

Article 6: Assistance with Local Regulations

Further to the provisions of the General Conditions, the Contracted party will be responsible to pay any fines imposed by any local or juridical authority for any crimes or contraventions committed whilst providing the service

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

Further to the provisions of the General Conditions, the vehicles offered must be insured against the risk of damages to third parties in accordance with the Motor Vehicles insurance (Third Party risks Ordinance, Chapter 165 of the Law of Malta).

Article 14: Intellectual and Industrial Property Rights

Not applicable.

Article 15: Scope of the Services

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 vehicles used for this contract shall comply in every aspect with the Motor Transport Regulations. The Contractor must ensure to

provide an alternative vehicle, with the same specifications requested in this quotation document, immediately after any possible breakdowns or any other reason which may render the vehicle unusable during the rendering of services under this contract, and also must ensure that in by 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 on site (all relative details must be provided) immediately whenever such an instance occurs.

The contractor shall be solely responsible for the safe operation of the vehicles while rendering the services instructed by the Contracting Authority, including the safety of its operators/drivers. All the vehicles that will be used under this Contract shall conform to all safety regulations and legislations in force and/or recognised standards /codes of practice. All charges for maintenance, upkeep, repairs and any requirements for the operation of the vehicles shall be borne by the contractor.

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

Any operator/driver 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. Any personnel must be fully conversant with Traffic regulations and with the conditions of this contract.

Article 18: Execution of the Contract

The transport service will be required on the 21st, 22nd, and 23rd November 2017.

Article 19: Delays in Execution

The Contractor shall be liable to fines of Euro fifty (€50) for each and every Contract Default. Such fines shall be imposed, without prior warnings, for mere default and/or delay, and will be deducted from the Contractor's account. Penalties will be exercised in the event of any failure to satisfactorily provide the requested services as stipulated in this Contract within any timeframes agreed in writing with the Contracting Authority, or in the event that the service is seriously found to be lacking in quantity, quality or efficiency and the Contractor fails to remedy such failure within the period stated in the Default Notice served upon him/her in writing. 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.

Article 20: Modification of the Contract

Further to the General Conditions, the Contracting Authority reserves the right to vary the quantities specified and would not by doing so, be held liable for any damages. The unit prices used in the tender shall be applicable to the quantities procured under the modification.

Article 24: Interim and Final Progress Reports

As per General Conditions.

Article 26: Payments and Interest on Late Payment

26.1 This is fee based contract.

The Contractor shall issue an Invoice for services rendered according to the price submitted on the Financial bid form. No additional requests for payment will be entertained by the Contracting Authority. Payments will be processed following checking and certification of invoice by the Contracting Authority.

SECTION 4 - TERMS OF REFERENCE ^(Note 3)

DRIVERS

- The drivers shall be competent persons holding an adequate license and having the appropriate experience. They must be fully conversant with Traffic regulations as well as with the conditions of the contract.
- The contractor shall ensure that during the contract period all operations in themselves and the licensed driver conducting them, are in compliance with Transport Malta Regulations, the Criminal Code and any other relevant legislation
- It is expected that drivers are courteous at all times.

VEHICLES

- The minibus vehicles used for this contract shall comply in every respect with the Motor Transport Regulations.
- The contractor shall be in possession of certification of insurance, in respect of each vehicle (Minibuses), in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).
- The vehicles offered must be insured against the risk of damages to third parties.
- The Minibuses used shall have seatbelts installed on all their seats.
- Minibuses should have a sticker affixed at the back-left side door window which indicates the following information:
 - vehicle registration number;
 - operator's licence number;
 - passenger capacity;
 - an official contact telephone number to be used in cases of emergency.
- Every minibus should be equipped with the following:
 - fire extinguisher/s;
 - security/warning triangle;
 - security hammer;
 - first aid kit.
- The Minibus used for this service shall have accommodation for at least **6 seated passengers and 12 luggage** and be equipped with air condition. The air condition must be switched on and off as requested by the persons being transported to and from the designed locations.
- The contractor shall be held responsible for seeing that the vehicles and drivers comply in all respects with the Police regulations. In particular, the vehicle (Minibus) **should have a low step.**
- It shall not be lawful for the contractor to allow the vehicle (Minibus) to be boarded by unauthorised persons during the performance of the contract trips.
- The transport service will be required on 21st, 22nd and 23rd November 2017.
- The Contracted party will be responsible to pay any fines imposed by any local or juridical authority for any crimes or contraventions committed whilst providing the service.
- The Contractor must ensure to provide an alternative Minibus, with the same specifications requested in this quotation document, immediately after any possible breakdowns or any other reason which may render the vehicle unusable during the rendering of services under this contract, and also must ensure

that by doing so the services are rendered as indicated in this call's conditions and without any interruptions.

- The contractor shall be solely responsible for the safe operation of the vehicles while rendering the services instructed by the Contracting Authority, including the safety of its operators/drivers and passengers. All the vehicles that will be used under this Contract shall conform to all safety regulations and legislations in force and/or recognised standards / codes of practice. All charges for maintenance, upkeep, repairs and any requirements for the operation of the vehicles shall be borne by the contractor.
- Any operator/driver 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.
- It shall not be lawful for the contractor to transfer or assign directly or indirectly, the present contract or any part, share or interest in it, or any amount due by the Contracting Authority, to any person whomsoever.
- **Minibus Schedule**

No. of Trips	Date	Time	Transfers
1	21 st November 2017	10.15am	Mġarr Terminal - Għarb (lodging)
<u>2</u>	21 st November 2017	1.45pm	Għarb - Gozo College Sannat Primary
<u>3</u>	21 st November 2017	9.00pm	Gozo College Sannat Primary - Għarb
4	22 nd November 2017	9.00am	Għarb - Gozo College Sannat Primary
5	22 nd November 2017	9.00pm	Gozo College Sannat Primary - Għarb
6	23 rd November 2017	8.00am	Għarb - Gozo College Sannat Primary
7	23 rd November 2017	1.00pm	Gozo College Sannat Primary - Mġarr Terminal

- The contractor shall provide the necessary transport: Minibus with drivers and shall transport persons and other personnel in accordance with the aforementioned schedules.
- The vehicles (Minibus) shall run strictly to the timetable which the Contracting Authority has provided. It shall be within the right of the Contracting Authority to alter the time/place of mustering and/or route/s. In such cases, revised time tables will be provided for the contractor's information and guidance.
- Any additions or deletions to the existing schedule in this contract must be met, if the necessity arises. 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 damage.

Literature List

List of literature to be submitted within 3 working days from when notified to do so.

Item No.	Description	Reference in Technical Specifications
1.1	Transport Malta Logbook for Vehicles being offered	Section 4 - Terms of Reference
1.2	Copy of insurance Certificate/s as indicated in Terms of Reference for all Vehicles being offered.	Section 4 - Terms of Reference
1.3	Copy of license for contractor to be able to operate and carry passengers issued by the competent Authority.	Section 4 - Terms of Reference

FINANCIAL BID (Note 3)

Quotation Title: Quotation for the Provision of a Minibus Service for Žigu Žajg 2017 Activity in Gozo

Reference Number: MGOZ Q 138/2017

LOT No.	Description	Qty	Rate per trip including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT Amount in EURO (€)	Total Rate including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT Amount in EURO (€)
1	Provision of a Minibus Service for Žigu Žajg 2017 Activity in Gozo	7 trips*		

-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

***Each trip represents a route as indicated in the Minibus Schedule in Section 4 - Terms of Reference**

Signature: _____

Date: _____

Name: _____

ID No _____

BIDDER DETAILS

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

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 138/2017 of 24/10/2017. 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 per Lot 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** ^(Note 2)

- (i) Statement on Conditions of Employment
- (ii)

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

- (i) *Declaration concerning exclusion grounds*

(c) **Evaluation Criteria/Technical Specifications** ^(Note 3)

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

Literature ^(Note 3)

(d) **Bidder Details Form, and Financial Offer** ^(Note 3)

Notes:

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

12 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) working days, 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 (Note 3)

Declaration:

I / We declare that I/we confirm that the services 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: 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 2.0) 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

