



19<sup>th</sup> April, 2016

## Published Call for Quotations – QMFA 017/2016

The Ministry for Foreign Affairs needs the following item/s:

### Period Contract for the Provision of Drinking Water Canisters and Water Dispensers at the Ministry for Foreign Affairs

**CLOSING DATE:** Tuesday 3<sup>rd</sup> May, 2016 at 10:00 hours

All offer submissions should be sent either by email on [offers.mfa@gov.mt](mailto:offers.mfa@gov.mt) or by hand as indicated in the Call.

Any clarification requests are to be sent only on the email indicated in article *xi* of Section C: Terms and Conditions.

**NOTE: It is within your interest to READ the whole of this document  
When submitting offers by email,  
please include the above QMFA reference and Name of Call in the subject field.**

## **Section A: Instructions to Tenderers**

### **Technical Specifications**

1. This period contract provides for the provision of drinking water canisters and water dispensers at different premises as requested by the Director Corporate Services, Ministry for Foreign Affairs, or her representative hereinafter collectively referred to as the “Contracting Authority” or “CA”.
2. The subject of this Published Call for Quotations is:
  - a. The initial supply of fourteen (14) brand new hot and cold drinking water dispensers on lease at various premises of the Contracting Authority.
  - b. The initial supply and delivery of approximately 19 litres drinking water canisters as per point 2a above;
  - c. The supply and delivery on a minimum of a twice-weekly basis according to the number of collected empty canisters at the sites above;
  - d. The service on at least a yearly basis of the equipment listed in point 2a above.
3. The current premises are:
  - a. Palazzo Parisio, Merchants Street corner with Melita Street, Valletta;
  - b. 172, Melita Street, Valletta;
  - c. 331, Triq San Pawl, Valletta; and
  - d. Ministry for Foreign Affairs, Notre Dame Gate, Pjazza San Kalcidonju, Floriana.

The Contracting Authority reserves to the right to include additional premises or remove premises according to the exigencies of the service at no additional charges.

4. Dispensers are currently located at:
  - a. Palazzo Parisio:
    - 2 water dispensers located at different areas at ground floor level
    - 1 water dispenser located at mezzanine level (between ground and first floor)
    - 3 water dispensers located at different areas at first floor level
    - 3 water dispensers located at different areas at second floor level
  - b. 172, Melita Street, Valletta:
    - 1 water dispenser at ground floor level
    - 1 water dispenser at second floor level
    - 1 water dispenser at third floor level
  - c. Notre Dame Gate, Floriana:
    - 2 water dispensers at different areas at first floor level

The Contracting Authority reserves to the right to change the location and number of water dispensers according to the exigencies of the service at no additional charges.

5. Interested bidders are informed that the estimated consumption is around 2,250 nineteen (19) litres canisters per annum. However the Contracting Authority is not bound to purchase all the quantity estimated and reserves the right to exceed or reduce the indicated quantity, if necessary, and by doing so would not be liable to any claim for damages.

6. The prices shall be quoted **in Euro (€) per litre**. The Contractor shall ensure that the rates quoted are inclusive of all wages, material, cost of delivery to site as indicated and all other expenses, charges and taxes necessary to perform the contracted services to the required standard but excluding VAT. If the quotation includes a discount, the discount must be absorbed in the quoted rates. Only new taxes imposed by the Government after the deadline of this Call for Quotations may be added to the above rate.
7. Any deposits charged on canisters are to be refunded to the Ministry for Foreign Affairs unless the canister is damaged due to carelessness by Contracting Authority officials.
8. The cost of the brand new hot and cold water dispensers should be included in the waters' price and no additional deposit is required on the dispensers. The dispensers will remain the property of the supplier. The dispensers and refrigeration units should be regularly maintained at the contractor's expenses. Should the dispensers require repairs, the Contractor is to replace machine within twenty-four (24) hours (excluding Saturday and Sunday). Faulty dispensers or canisters are to be replaced free of charge.
9. Additionally, the Contracting Authority may require cold water table top dispensers (e.g. porcelain dispensers). These dispensers will be provided at the same conditions of the hot and cold water dispensers.
10. Container Specifications:
  - a. Not less than 18 litres and not more than 20 litres capacity;
  - b. To be used with the supplied hot & cold water dispensers;
  - c. Canister should be of transparent material;
  - d. Shelf life of the water should not be less than twelve (12) months; and
  - e. Canisters should have a safe tamper proof non spill cap.
11. Interested bidders should submit:
  - a. A copy of a **recent certification** drawn up by an official quality control institute or agency of a recognised competence attesting the conformity of water with all laws and Regulations in force with respect to water for human consumption including **L.N. 17 of 2009 and subsequent amendments laid in L.N. 242 of 2009 – Water Intended for Human Consumption Regulations** available at <http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=11134&l=1>. The certificate should be issued not earlier than three months from the closing date of this call.
  - b. Literature with details of parameters and parametric values as per Schedule 1 of the **Water Intended for Human Consumption Regulations**, if this data is not included in the certificate above.
  - c. Photo of the water canister proposed;
  - d. Literature, including a photo, of the hot and cold water dispenser and table top dispenser proposed.

12. A sample water canister of 19 litres (+/- 1 litre) and/or a hot & cold water dispenser and/or table top dispenser may be requested during adjudication stage and these will need to be submitted within two (2) working days of being notified to do so at the address indicated by the contract authority. Samples are not subject to rectifications and water may be consumed. The empty canister and dispenser will remain property of the economic operator and will be returned to the company.
13. The Contractor shall be responsible for execution of services between Monday and Friday (excluding public holidays) and during such hours as may be communicated by the Director Corporate Services or her representative to the Contractor from time to time.
14. The Contractor shall provide all materials and equipment (as approved by the employer) to carry out the services at own expense. It is expected that the Contractor has readily available for use whenever required by the Ministry a delivery van deemed adequate for the transportation of drinking water canisters and water dispensers. The dispensers and canisters are to be placed at the locations indicated by the Director Corporate Services or her representative. The Contractor is also expected to provide its workers with heavy duty stair climber (with 3 linked wheels) to be able to transport equipment and water canisters. The equipment is to be used where there in cases of premises without lift.
15. The Contractor shall provide new canisters and collect empty canisters at least on a twice-weekly basis at the premises marked as 4a and 4b above, and at least once a week at the premises marked as 4c.
16. The Contractor should be in a position to provide a service for the Ministry within three (3) calendar days from the time the Contractor is informed by the Director Corporate Services or her representative.
17. The Contractor shall provide all the personnel possessing the necessary attitude to perform the service to the required standard and as approved by the Employer.
18. The Contractor shall carry out the services forming the subject of this contract in a manner that shall not cause inconvenience or effect negatively the running/operation of the Ministry.
19. The Contractor shall at all times deploy suitable personnel/substitutes. The Director Corporate Services shall have the right to request the contractor to redeploy and replace any person representing the contractor.
20. Delivery personnel should wear the company's uniform whilst at the Contracting Authority premises. Alternatively they should wear a visible identification tag issued by their employer. The delivery personnel should follow instructions by Ministry's security personnel, including signing of entry/exit register when requested to do so.
21. The Contractor shall at the request of the employer immediately dismiss from the premises any of his employees who in the opinion of the employer is incompetent or for misbehaviour. Such persons shall not be re-employed on the premises without the permission of the Contracting Authority.

22. The Contractor shall abide by any recommendations and instructions given by the Director Corporate Services, or her representative, and which are aimed at improving the required standard.
23. Delivery personnel should ensure that the Ministry's passenger lifts are not overloaded when transporting water dispensers and / or water canisters.
24. The Contractor shall ensure that vehicles used under this contract are to be road worthy (VRT certified), be insured, have a valid road license, and shall comply with all relevant Police Regulations. Drivers of such vehicles shall be in possession of a valid driving license. The contractor shall be responsible for any breach of any traffic regulations.
25. The Contractor shall make the necessary arrangements with the Transport Malta / Valletta Local Council / CVA to acquire necessary permits to enter into Valletta to render the service requested by this contract. Traffic fines and CVA charges are to be borne by the Contractor.
26. The contract time for execution of works shall be the period(s) named in the letter of acceptance / commencement and contract, and shall be valid as per the date /s set in same letter / contract, from the date of the receipt of the said letter.
27. This period contract has a limit of twelve (12) months or five-thousand Euros (€5,000.00) exclusive of VAT, whichever happens first. If the ceiling of five-thousand Euros (€5,000.00) is not reached in the first twelve (12) months, the Contracting Authority may decide to further extend this contract for another period of twelve (12) months subject to five-thousand Euros (€5,000.00) exclusive of VAT over the twenty-four (24) months period, whichever happens first, at the same terms and conditions, upon the agreement by both the Contracting Authority and the Contractor. The contract will come into effect upon the last signature of the contract by both parties.
28. The amount due to the Contractor shall be presented as requested by the Contracting Authority and calculated on the rates offered and the services carried out. The invoice will be verified by the Contracting Authority against records by the Contracting Authority. Only recorded and approved work shall be paid after verification by the Contracting Authority. Payment of invoices may be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of the contract.

**Section B: Offer****Schedule of Prices**

Item	Description	Ratio for calculation of financial bid purposes only (Litres)	Rate per unit inclusive of all taxes but excluding VAT (€ per Litre)	Total inclusive of all taxes but excluding VAT (€)
		A	B	A x B
1	Mineral Water in canisters as per Technical Specifications above, <i>price per litre</i>	2,250		
	<b>GRAND TOTAL INCLUDING TAXES AS APPLICABLE BUT EXCLUDING VAT</b> <i>*vide Note d below</i>			

2	Refundable deposit for each canister <i>in €</i>			
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**Notes:**

- (a) Tenderers are reminded that the Contracting Authority is entitled to reject any offer which is considered to be abnormally low according to Regulation 29 (1)(2) & (3) of LN296/2010.
- (b) **ALL** boxes in the Financial bid are to be filled in with numbers (except the grey box). Failure to do so will disqualify the bid.
- (c) Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.
- (d) For offer calculation purposes interested bidders are informed that the **estimated consumption** is around 2,250 nineteen (19) litres canisters per annum. However the Contracting Authority is not bound to purchase all the quantity estimated and reserves the right to exceed or reduce the indicated quantity, if necessary, and by doing so would not be liable to any claim for damages.
- (e) Tenderers are to multiply their rate per hour by the approximate hours per annum and put that result in the total box. Following this for all five requirements (failure to fill in amounts for all five requirements will disqualify bid from this contract), the grand total is the summation of these.
- (f) This Framework Agreement Tender shall be awarded to the bidder with the cheapest Grand Total which is compliant to all administrative and technical specifications.
- (g) Failure to comply with the notes here above (a) to (f) will disqualify bid submitted.**

**Company Information**

Full name of company	
Address of Company	
Full name of contact person	
Designation of contact person	
Contact Telephone Number / Mobile Number	
Email Address	
<b>VAT/ Registration number</b>	

**Literature**

- a. A copy of a **recent certification** drawn up by an official quality control institute or agency of a recognised competence attesting the conformity of water with all laws and Regulations in force with respect to water for h human consumption including **L.N. 17 of 2009 and subsequent amendments laid in L.N. 242 of 2009 – *Water Intended for Human Consumption Regulations*** available at <http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=11134&l=1>. The certificate should be issued not earlier than three months from the closing date of this call.
- b. Literature with details of parameters and parametric values as per Schedule 1 of the ***Water Intended for Human Consumption Regulations***, if this data is not included in the certificate above.
- c. Photo of the water canister proposed;
- d. Literature, including a photo, of the proposed:
  - i. hot and cold water dispenser and
  - ii. table top dispenser.

*I hereby confirm that all conditions have been read and understood. I confirm that I oblige self to the said conditions.*

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

**Date:** .....

**Section C: Terms and Conditions**

1. You are kindly requested to submit your quote/s for the above item/s. All quotes should include the following information:
  - Full name of company,
  - Address of Company,
  - Full name and Designation of contact person,
  - Contact Telephone Number / Mobile Number,
  - Email Address,
  - VAT number,
  - Date.
2. Please note that quotes are to be submitted in Euro currency.
3. Soft copies of the Submission must be provided in Word, Excel, pdf or jpg formats.
4. Please note that ALL documents must include the Reference number together with the name of item being requested. In cases, where this information is not included, the Contracting Authority reserves the right NOT to consider you interest to participate.
5. Documents can be sent either through email or brought by hand, in which case they should be inserted in the Tender Box found at the Directorate Corporate Services, Ministry for Foreign Affairs, Level 4, 331, Allied House, St Paul Street, Valletta. Documents can be brought by hand from Monday to Friday between 8.00 am and 12.00 pm only. Offers received via E-mail on [offers.mfa@gov.mt](mailto:offers.mfa@gov.mt) will be opened and printed at the same time of the opening of the tender box.
6. Quotes must be valid for a minimum of 90 days.
7. Quotes are to be submitted, without any commitment on behalf of the government.
8. **Delivery costs must be included in all received quotes.**
  - Prices are to include delivery costs. The Bidder is advised to contact Valletta Local Council to familiarise self with any charges, permits and any other obligations that are to be borne by the contractor to effect delivery. The Contracting Authority shall not be charged with any other charges on delivery which were not reflected in the respective bid.
  - If a crane or other machinery is to be used, reference is being made to this form which is to be filled in and submitted to the Local Council. For further information kindly contact local council on 21234141 or 21251397.

<http://www.snapadministration.com/snapdatafiles/files/CityOfValletta/633823159651745000.pdf>
9. The Government reserves the right to:
  - purchase different quantities than indicated in Section A Instructions to tenderers from the awarded tender, as long as it does not exceed €5,000;
  - impose penalties if the service is not delivered within the time stipulated in the quote submitted by the awarded tenderer;
  - purchase the service on behalf of the awarded tenderer if the awarded tenderer fails to deliver the service within the time stipulated in the quote submitted by the same tenderer.



10. Clarifications can be sought up to Tuesday 19<sup>th</sup> April 2016 at 10:00. Clarifications are to be requested by sending an email to [procurement.mfa@gov.mt](mailto:procurement.mfa@gov.mt) . **The Contracting Authority will issue any additional information by Tuesday 26<sup>th</sup> April, 2016 on the Contracting Authority's website at <http://foreignaffairs.gov.mt/en/Pages/Tenders.aspx> .**
11. Tenderers must quote all components of the price inclusive of taxes, and any discounts. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
12. All Suppliers/contractors are advised to bid their rates and prices on the appropriate Schedule of Rates provided above. No offers are accepted if are found not in accordance with or deviate from the original Schedule of Rates provided with this Call.
13. If the tenderer offers a discount, the discount must be absorbed in the rates of the Schedule of Prices (Section B). The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.
14. Items offered that do not conform to specifications will not be considered.
15. Tender will be awarded to the cheapest specifications compliant offer.
16. Please note that it is entirely the Tenderer's responsibility to ascertain that the Request for Participation is received BEFORE the deadline for submission. Thus, the government cannot be held responsible for Quotes/Request for Participation which are not recorded on the Schedule of Offers sheet after the opening session because these were received after the expiry of the above deadline.
17. All submissions should be sent either:
  - by email on [offers.mfa@gov.mt](mailto:offers.mfa@gov.mt) or
  - by handby **10:00am on Tuesday 3<sup>rd</sup> May, 2016**
18. ANY OFFERS SUBMITTED AFTER THIS DATE AND TIME WILL BE AUTOMATICALLY REJECTED.