



ADVERT NUMBER: 001/2015

DEPT. REF: TMFA 001/2015

**TENDER FOR A PERIOD CONTRACT FOR THE
LEASING OF ENERGY EFFICIENT
PHOTOCOPIERS FOR A THREE (3) YEAR PERIOD
AT THE MINISTRY FOR FOREIGN AFFAIRS (MFA)**

Closing Date: 14th April, 2015 at 10:00am CET

Date Published: 17th March, 2015

This Tender is free of charge

IMPORTANT:

- No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from
<http://foreignaffairs.gov.mt/en/Pages/Tenders.aspx>

Ministry for Foreign Affairs

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Table of Contents

Table of Contents.....	2
VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS.....	5
A. GENERAL PART.....	5
1. General Instructions.....	5
2. Timetable.....	5
3. Lots.....	6
4. Financing.....	6
5. Eligibility.....	6
6. Selection Criteria.....	6
7. Multiple Tenders.....	7
8. Tender Expenses.....	7
9. Site Inspection.....	7
B. TENDER DOCUMENTS.....	7
10. Content of Tender Document.....	7
11. Explanations/Clarification Notes Concerning Tender Documents.....	8
12. Labour Law.....	8
13. Law.....	8
C. TENDER PREPARATION.....	8
14. Language of Tenders.....	8
15. Presentation of Tenders.....	9
16. Content of Tender (Single-Envelope System).....	9
17. Tender Prices.....	10
18. Currencies of Tender and Payments.....	10
19. Period of Validity of Tenders.....	10
20. Tender Guarantee (Bid Bond).....	11
21. Variant Solutions.....	11
22. Preparation and Signing of Tenders.....	11
D. SUBMISSION OF TENDERS.....	11
23. Sealing and Marking of Tenders.....	11
24. Extension of Deadline for Submission of Tenders.....	12
25. Late Tenders.....	12
26. Alterations and Withdrawal of Tenders.....	12
E. OPENING AND EVALUATION OF OFFERS.....	12
27. Opening of Tenders.....	12
28. Secrecy of the Procedure.....	13
29. Clarification of Tenders.....	13
30. Tender Evaluation Process.....	13
31. Correction of Arithmetical Errors.....	14
F. CONTRACT AWARD.....	14
32. Criteria for Award.....	14
33. Right of the Contracting Authority to accept or reject any Tender.....	14

34. Notification of Award, Contract Clarifications.....	15
35. Contract Signing and Performance Guarantee	15
36. Commencement of Services	16
G. MISCELLANEOUS	16
37. Ethics Clauses.....	16
38. Data Protection and Freedom of Information	17
39. Gender Equality	17
VOLUME 1 SECTION 2 - TENDER FORM.....	18
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	21
1. Statement on Conditions of Employment	21
4. Literature list	22
VOLUME 1 SECTION 5 - GLOSSARY.....	23
VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	25
Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)	25
Part XII - Separate packages in tender offer.....	25
Part XIII - Appeals.....	27
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	28
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	30
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....	31
Article 2: Notices and Written Communications.....	31
Article 5: Supply of Information	31
Article 6: Assistance with Local Regulations	31
Article 7: Obligations of the Contractor	31
Article 13: Medical, Insurance and Security Arrangements.....	31
Article 14: Intellectual and Industrial Property Rights	31
Article 15: Scope of the Services	31
Article 16: Personnel and Equipment	31
Article 18: Execution of the Contract.....	31
Article 19: Delays in Execution.....	31
Article 20: Amendment of the Contract	31
Article 24: Interim and Final Progress Reports	32
Article 26: Payments and Interest on Late Payment.....	32
Article 27: Pre-Financing Guarantee	32
Article 28: Audit Certificate.....	32
Article 39: Further Additional Clauses	32
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	33
VOLUME 2 SECTION 6 - SPECIMEN AUDIT CERTIFICATE	34
VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)	34
.....	34
1. Background Information	37
1.1 - Beneficiary Country	37
1.2 - Central Government Authority	37
1.3 - Contracting Authority	37
1.4 - Relevant Country Background.....	37
2. Contract Objectives and Expected Results	37
2.1 - Overall Objectives.....	37
2.2 - Specific Objectives	37
2.3 - Results to be Achieved by the Consultant	37
3. Assumptions and Risks	37
3.1 - Assumptions Underlying the Project Intervention	37
3.2 - Risks	38
4. Scope of the Work	38
4.1 - General.....	38
4.2 - Specific Activities.....	38

4.3 - Project Management	38
5. Logistics and Timing.....	39
5.1 - Location.....	39
5.2 - Commencement Date & Period of Execution	39
6. Requirements.....	39
6.1 - Personnel	39
6.3 - Facilities to be provided by the Consultant	39
6.4 - Equipment	39
7. Reports	39
7.1 - Reporting Requirements	39
8. Monitoring and Evaluation.....	39
8.1 - Definition of Indicators	39
8.2 - Special Requirements	39
VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)	
.....	43
VOLUME 4.1 - FINANCIAL BID	44
VOLUME 4.2 - FINANCIAL BID	45
VOLUME 4.3 - FINANCIAL BID	46

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Contracting Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

The Evaluation Committee shall, after having obtained approval by Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), 16.1(c), 16.1(d) and 16.1(e)(i) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(e)(ii) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for a period contract for the Leasing of Energy Efficient Photocopiers - on a cost per copy basis including Full Service & Maintenance costs and a monthly lease which will be located at the Ministry for Foreign Affairs, Palazzo Parisio, Merchants Street, Valletta. Currently there are five models required for the following directorates: DG Political, Customer Care, Protocol & Consular Affairs and DG External Relations. During the said three (3) years, the Ministry might require further photocopiers to replace current models or to supply new departments as the need arises. It is envisaged that this might be a total of twelve (12) in all. Ministry reserves the right to relocate the new photocopiers to other departments during the leasing period according to the exigencies of the Ministry. The photocopiers may also be leased to other buildings which the Ministry for Foreign Affairs might be using, including but not limited to, Allied House, 331/332, St. Paul Street, Valletta and 172, Melita Street, Valletta.

Photocopiers leased after the start of the period contract will be leased on a pro-rata basis until the end of the contractual three year period, unless a shorter period of usage is needed by the Ministry.

- 1.3 This is a fee-based contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                    | DATE            | TIME           |
|------------------------------------------------------------------------------------|-----------------|----------------|
| Clarification Meeting/Site Visit (Refer to Clause 9.1)                             | Not Applicable  | Not Applicable |
| Deadline for request for any additional information from the Contracting Authority | 1st April, 2015 | 10:00 am       |

|                                                                                                                 |                  |          |
|-----------------------------------------------------------------------------------------------------------------|------------------|----------|
| Last date on which additional information are issued by the Contracting Authority                               | 8th April, 2015  | 10:00 am |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 14th April, 2015 | 10:00am  |
| * All times Central European Time (CET)/Central European Summer Time (CEST)                                     |                  |          |
| *Delete as applicable                                                                                           |                  |          |

### 3. Lots

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

### 4. Financing

- 4.1 The project is financed from local budget funds.

- 4.2 The beneficiary of the financing is the Ministry for Foreign Affairs (MFA).

### 5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

### 6. Selection Criteria

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

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

- 6.1.1 No evidence of economic and financial standing is required.

#### 6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

- (1) Evidence that the respective tenderer can effectively deliver the supply of the said photocopier(s) and technical maintenance for the whole duration of the said contract. Such evidence may take the shape of, but not limited to, the company profile including list of their technical capacity.
- (2) Provide data concerning subcontractors and the percentage of works to be subcontracted as per Form marked Sub-contracting to be submitted in line with Volume 1 Section 2.  
(Note 2)

The maximum amount of sub-contracting must not exceed 20% of the total contract value.

The main contractor must have the ability to carry out at least 80% of the contract works by his own means.

## 7. Multiple Tenders

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## 8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

## 9. Site Inspection

- 9.1 No clarification meeting/site visit is planned.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:  
Volume 1 Instructions to Tenderers  
Volume 2
  - Draft Contract
  - General Conditions (available online from)

- Special Conditions
- Volume 3 Terms of Reference - Volume 3, Sections 1 & 2  
Volume 4 Model Financial Bid

- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

## **11. Explanations/Clarification Notes Concerning Tender Documents**

- 11.1 Tenderers may submit questions in writing to the Contracting Authority through:
- sending an email to - [procurement.mfa@gov.mt](mailto:procurement.mfa@gov.mt)
- up to 13 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Ministry for Foreign Affairs (<http://foreignaffairs.gov.mt/en/Pages/Tenders.aspx> ) within the respective tender's page, under the subheading "2015 TENDERS and Published Call for Quotes". Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

## **12. Labour Law**

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## **13. Law**

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

## **C. TENDER PREPARATION**

### **14. Language of Tenders**

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.



## 15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Ministry for Foreign Affairs, for verification purposes only should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 of the Instructions to Tenderers and deposited in the tender box at the Directorate Corporate Services, Allied House, 331, 4<sup>th</sup> Floor, St Paul Street, Valletta, VLT 1211, Malta
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the number of the lot(s) to which the tender refers;
    - (iv) the name of the tenderer.

## 16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

- (a) *General/Administrative Information*<sup>(Note 2)</sup>
  - (i) Statement on Conditions of Employment (Volume 1, Section 4)

*Selection Criteria*
- (b) *Financial and Economic Standing*<sup>(Note 2)</sup>
  - (i) (No Evidence of economic and financial standing is required)
- (c) *Technical Capacity*<sup>(Note 2)</sup>
  - (i) Evidence that the respective tenderer can effectively deliver the supply of the said photocopier(s) and technical maintenance for the whole duration of the said contract. Such evidence may take the shape of, but not limited to, the company profile including list of their technical capacity.
- (d) *Evaluation Criteria/Technical Specifications*
  - (i) Tenderer’s Technical Offer in response to specifications/Terms of Reference (Volume 3)
    - A detailed description of the supplies tendered in conformity with the Technical Specifications, including all documentation required, and any addenda that may be issued
    - Any other technical requirements
    - A Organization & Method
    - Rationale
    - Strategy
    - Timetable of Activities
  - (ii) Literature (Volume 1, Section 4)
- (e) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
  - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each

- form clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid in the form provided in Volume 4.

#### **Notes to Clause 16.1:**

1. *Tenderers will be requested to clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
2. *Tenderers 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.*

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

### **17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€). Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts **BUT** excluding VAT. VAT shall be paid in accordance with the applicable VAT Regulations.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a **separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 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, except for revision of prices due to Cost of Living Adjustment (COLA) and any other increases determined by government in respect to its policies or otherwise provided for in the Special Conditions.

### **18. Currencies of Tender and Payments**

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of services by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

### **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 The Head of Contracting Authority may consider to cancel the tender following consultations

with the Permanent Secretary;—in the event that the evaluation process has not been concluded by the end of the validity period of the submitted bids.

- 19.3 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders, without extending the validity of the Tender Guarantee (Bid Bond), for two further periods of four (4) weeks each. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.4 Following the further extension by eight (8) weeks, in accordance with Regulation 6(2)(c) of LN296/2010 the non conclusion of the evaluation process will automatically lead to the cancellation of the tender, provided that the Head of Contracting Authority shall consult the Permanent Secretary.
- 19.5 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

## **20. Tender Guarantee (Bid Bond)**

- 20.1 No tender guarantee (bid bond) is required.

## **21. Variant Solutions**

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

## **22. Preparation and Signing of Tenders**

- 22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 The tenders must be submitted in English and deposited in the Department’s tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

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

Ministry for Foreign Affairs,  
Directorate Corporate Services,  
Allied House, 331, 4<sup>th</sup> Floor,  
St Paul Street,  
Valletta, VLT 1211,  
Malta

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

## **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## **25. Late Tenders**

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **26. Alterations and Withdrawal of Tenders**

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1 at the Directorate Corporate Services, Allied House, 331, 4<sup>th</sup> Floor, St Paul Street, Valletta, VLT 1211, Malta by three (3) senior officers. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Directorate Corporate Services and shall also be available to view on the Ministry's website, <http://foreignaffairs.gov.mt/en/Pages/Tenders.aspx>.
- 27.2 At the tender opening, the tenderers' names, the tender prices, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.

- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

## **28. Secrecy of the Procedure**

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## **29. Clarification of Tenders**

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

## **30. Tender Evaluation Process**

- 30.1 The following should be read in conjunction with Clause 27.

### **30.2 Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), 16.1(c), 16.1(d) and 16.1(e)(i) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(e)(ii), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

### **30.3 Part 2: Eligibility and Selection Compliance**

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

#### *(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

#### *(ii) Selection Criteria*

- Evidence of technical capacity (sub-Clause 6.1.2)

### **30.4 Part 3: Technical Compliance**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples and/or CVs and Declarations of Exclusivity and Availability (Volume 1 Section 4) so that the Evaluation Committee will corroborate the technical compliance of the offers received.

#### **30.5 Part 4. Financial Evaluation**

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.] The financial evaluation will have to identify the best financial offer [for each lot].

### **31. Correction of Arithmetical Errors**

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Director General Contracts/Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

### **32. Criteria for Award**

- 32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria. Price taken into consideration at evaluation stage shall be the arithmetical calculation of rate and indicative minimum quantity to be printed for each lot.

### **33. Right of the Contracting Authority to accept or reject any Tender**

- 33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.
- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or

- financially worthwhile tender has been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) all technically compliant tenders exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition;
- (f) the duration of the evaluation has exceeded the stipulated time limit in Article 19 of Instructions to Tenderers.

In no circumstances 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 tender, 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.

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
  - (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Departmental Contracts Committee shall be published on the Notice Board of the Ministry for Foreign Affairs, and published online on the Ministry's website, <http://foreignaffairs.gov.mt/en/Pages/Tenders.aspx>.

### **35. Contract Signing and Performance Guarantee**

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Tenderer's Declaration of the Tender Response Format. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.3 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contracting Authority will not effect any payment to the contractor until the performance guarantee is submitted.
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as **second cheapest** may be recommended for award, and so on and so forth.

- 35.5 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract for one year which performance guarantee will be extended annually until the end of the contract, and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

## **36. Commencement of Services**

- 36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.



- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

- 38.1 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.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

### **39. Gender Equality**

- 39.1 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.

# VOLUME 1 SECTION 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION submitted)

Publication reference: **TMFA 001/2015**

Tender for a period contract for the leasing of Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA)

|                                               |                                                                   |                    |                                                   |
|-----------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b>In case of a Joint Venture/Consortium:</b> |                                                                   | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| <b>Name(s) of Leader/Partner(s)</b>           |                                                                   |                    |                                                   |
| <b>Leader<sup>1</sup></b>                     |                                                                   |                    |                                                   |
| <b>Partner<sup>1</sup></b>                    |                                                                   |                    |                                                   |
| <b>Etc ...</b>                                |                                                                   |                    |                                                   |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

|     | Service intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar services (details to be specified) |
|-----|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1   |                                       |                                     |                                                                       |                                                          |
| 2   |                                       |                                     |                                                                       |                                                          |
| (.) |                                       |                                     |                                                                       |                                                          |

3. The maximum amount of sub-contracting must not exceed 20% of the total contract value. The main contractor must have the ability to carry out at least 80% of the contract works by his own means.

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

**C TENDERER'S DECLARATION(S)**

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

In response to your letter of invitation to tender 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 tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. 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 tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:  
  
Lot No [\_\_\_\_]:[.....] [*description of services*]  
  
Lot No [\_\_\_\_]:[.....][*description of services*]  
  
Lot No [\_\_\_\_]: [.....][*description of services*]
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:  
  
Lot No 1: [.....]  
  
Lot No 2: [.....]  
  
Lot No 3: [.....] (*etc*)
- 4 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value for one year which performance guarantee will be extended annually until the end of the contract, as required by the General Conditions.
- 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 tender [Lot No]. We confirm that we are not tendering 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 tender 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 tender 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 tenderers 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 tender in this procedure. We recognise that our tender 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 tender.
- 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 tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

This section is to tally to the requirements under Clause 6 and 16 of the ITT.

(a) **Tender Guarantee** <sup>(Note 1)</sup>

- o Bid Bond (not applicable)

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

- o Statement on Conditions of Employment

**Selection Criteria** <sup>(Note 2)</sup>

(c) **Financial and Economic Standing** (not required) <sup>(Note 2)</sup>

(d) **Technical Capacity**

- Evidence that the respective tenderer can effectively deliver the supply of the said photocopier(s) and technical maintenance for the whole duration of the said contract. Such evidence may take the shape of, but not limited to, the company profile including list of their technical capacity.

(e) **Evaluation Criteria/Technical Specifications**

- Tenderer's Technical Offer <sup>(Note 3)</sup>
- Literature List <sup>(Note 2)</sup>

(f) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

1. *Tenderers will be requested to clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○*
2. *Tenderers 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. This is indicated by the symbol ○*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

12 I acknowledge that the Contracting Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), 11(c), 11(d) and 11(e) first bullet of this Tender Form. We understand that such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative penalty of €50, 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 tender 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 tenderer: \_\_\_\_\_

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

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

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

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

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions including 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.
2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.
3. The sub-contractor/s agree to all the conditions listed in this statement.
4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.
5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.
6. It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
7. It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.
8. It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.
9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.
10. A list of the minimum hourly workers' costs involving the provision of the employees' services in this tender is being attached.

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## 4. Literature list

1. List of literature to be submitted with the tender:

| Item | Description                                                                                                                                                  | Reference in Technical Specifications |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1.1  | Description of the specifications of the proposed machines highlighting conformity with the required technical specifications listed in this tender document |                                       |
| 1.2  | Document confirming that the products meet the latest ENERGY STAR standards for energy performance. *                                                        |                                       |
| 1.3  |                                                                                                                                                              |                                       |
| 1.4  |                                                                                                                                                              |                                       |
| 1.5  |                                                                                                                                                              |                                       |
| 1.6  |                                                                                                                                                              |                                       |
| 1.7  |                                                                                                                                                              |                                       |
| 1.8  |                                                                                                                                                              |                                       |
| 1.9  |                                                                                                                                                              |                                       |

\* Any other appropriate means of proof, such as a technical dossier of the manufacturer or a test report from a recognized body demonstrating that the criteria are met will also be accepted.

Signature: .....

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

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

**Beneficiary Country:** The Maltese Islands.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Cash Flow Forecast:** The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

**Central Government Authority:** means the Department of Contracts.

**Commission:** The European Commission.

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

**Contract Value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contracting Authority:** means the final beneficiary of the contract.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

**Drawings:** Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

**EC:** The European Community.

**EU:** The European Union.

**Evaluation Committee:** a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Fee-Based Contract:** A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

**Final Beneficiary:** The Ministry for Foreign Affairs

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**Global Price Contract:** A contract under which the services are performed for an all-inclusive fixed price.

**In writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Project Manager which modifies the works.

**Month:** Calendar month.

**National currency:** The currency of the country of the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Project:** The project in relation to which the services are to be provided under the contract.

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Public Service:** Government Ministries and Departments.

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

**Tender document/s:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Terms of Reference:** The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.



# VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

## Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

The procedure for the submission of appeals in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.  
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Superior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

## Part XII - Separate packages in tender offer

The procedure for the submission of separate packages in the tender offer is stipulated in Part XII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the

open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:

(a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;

(b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and

(c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.

- (2) In the process of adjudicating the tender, the packages for all tenderers shall be opened in public and in the sequence enumerated in the sub-regulation (1). When at any stage, any tenderer fails to comply with the tendering procedural requirements and, or with the specifications, the remaining packages in his tender offer are to be discarded unopened:

Provided that the Director of Contracts or, with his authorization, any contracting authority, shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

- (3) Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Department of Contracts as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.

- (4) A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Department of Contracts at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer's or other person having or having had an interest in obtaining a particular public contract's favour:

Provided that the deposit shall in no case be less than ten thousand euro (€10,000) or more than fifty-eight thousand euro (€58,000).

- (5) The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.
- (6) The procedure to be followed by the Board when carrying out the review shall consist in a complete and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.
- (7) In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.
- (8) The Chairman of the Review Board shall also have the right to seek expert advice from outside the department or contracting authority involved.
- (9) The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.

- (10) Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse

to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

Provided that any rights granted to tenderers by virtue of regulation 85(6) shall also apply to appeals decided by the Review Board under this Part:

Provided further that any tenderers whose complaint have been heard in terms of sub-regulation (4) may request a substitute of the members of the Review Board when appealing in terms of sub-regulation (10).

## **Part XIII - Appeals**

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

- (2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
  - (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
  - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
  - (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;
  - (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Contract Number: **TMFA 001/2015**

This contract is concluded between:

Ministry for Foreign Affairs  
Directorate Corporate Services  
Allied House, 331  
St. Paul Street,  
Valletta, VLT 1211  
Malta

(hereinafter called “The Contracting Authority”) on behalf of the Ministry for Foreign Affairs, Palazzo Parisio, Merchants’ Street, Valletta, on the one part, and

[Name of Contractor]

[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Contracting Authority is desirous that certain services should be executed by the Contractor, viz.:

**Tender for a period contract for the leasing of Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - TMFA 001/2015**

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

**It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this Contract,
  - (b) the Special Conditions,
  - (c) the General Conditions,
  - (d) the Terms of Reference,
  - (e) the Contractor’s technical offer (Organization & Methodology) (including any clarifications made during adjudication),
  - (f) the Financial Offer (after arithmetical corrections)/breakdown,
  - (g) the Tender Form,
  - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Lot 1 - Cost per copy rates (*including* VAT/other taxes): €.....
- Lot 1 - Cost per copy rates (*including* VAT/other taxes) in words: .....  
Euro
- Lot 2 - Cost per copy rates (*including* VAT/other taxes): €.....
- Lot 2 - Cost per copy rates (*including* VAT/other taxes) in words: .....  
Euro
- Lot 3 - Cost per copy rates (*including* VAT/other taxes): €.....
- Lot 3 - Cost per copy rates (*including* VAT/other taxes) in words: .....  
Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value for one year, which performance guarantee will be extended annually until the end of the contract, together with the signed contract.
6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.
7. The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

Done in English in two originals: one for the Contracting Authority, and one for the Contractor.

**Contracting Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.06) can be viewed/downloaded from:

<http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx>

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

## VOLUME 2 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*

Indicate here the addresses of the Parties, their contact details, the contact persons, the documents to provide, as well as the procedure to be used by the Parties to communicate if necessary

### *Article 5: Supply of Information*

As per General Conditions.

### *Article 6: Assistance with Local Regulations*

As per General Conditions.

### *Article 7: Obligations of the Contractor*

As per General Conditions.

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

As per General Conditions.

### *Article 14: Intellectual and Industrial Property Rights*

As per General Conditions.

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

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

### *Article 16: Personnel and Equipment*

As per General Conditions.

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

The performance of the contract shall commence as per date stipulated in the letter of acceptance commence.

The contract shall be for a period of three (3) years as stipulated.

The contractor must guarantee the availability of spare parts for at least 3 years from the time that the production ceases.

### *Article 19: Delays in Execution*

As per General Conditions.

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

As per General Conditions.

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

Not applicable.

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

As per General Conditions.

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

Not applicable.

***Article 28: Audit Certificate***

Not applicable.

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

The award of this contract does not exonerate the contractor from the obligation of obtaining any permit and/or license that may be required under the law, principle or subsidiary, in force in Malta from time to time.

In cases where the contract is for any reason terminated, the Directorate Corporate Services, apart from other rights under this contract shall have the right to obtain the same service from other suppliers and all extra costs shall be borne by the defaulting tenderer.

The successful tenderer will be responsible for collecting the goods from customs and transporting them to store or site as indicated by the Director Corporate Services (MFA) or his representative. Tenderers must submit prices/rates inclusive of VAT, Customs Import Duty, Levy, Eco Contribution (if any), and any other charges, as applicable. Moreover the successful tenderer shall be bound to conform in all respects with VAT legislation and regulations. Government reserves the right at any time to request tenderers and/or contractors to provide their VAT registration number.



## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

### (LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Ministry for Foreign Affairs  
Directorate Corporate Services,  
Allied House, 331,  
St. Paul Street,  
Valletta, VLT 1211  
Malta

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [MFA File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in words and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

## VOLUME 2 SECTION 6 - SPECIMEN AUDIT CERTIFICATE

### VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

#### Table of Contents

|                                                                             |           |
|-----------------------------------------------------------------------------|-----------|
| Table of Contents .....                                                     | 2         |
| <b>VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS .....</b>                 | <b>5</b>  |
| <b>A. GENERAL PART .....</b>                                                | <b>5</b>  |
| 1. General Instructions .....                                               | 5         |
| 2. Timetable .....                                                          | 5         |
| 3. Lots .....                                                               | 6         |
| 4. Financing .....                                                          | 6         |
| 5. Eligibility .....                                                        | 6         |
| 6. Selection Criteria .....                                                 | 6         |
| 7. Multiple Tenders .....                                                   | 7         |
| 8. Tender Expenses .....                                                    | 7         |
| 9. Site Inspection .....                                                    | 7         |
| <b>B. TENDER DOCUMENTS .....</b>                                            | <b>7</b>  |
| 10. Content of Tender Document .....                                        | 7         |
| 11. Explanations/Clarification Notes Concerning Tender Documents .....      | 8         |
| 12. Labour Law .....                                                        | 8         |
| 13. Law .....                                                               | 8         |
| <b>C. TENDER PREPARATION .....</b>                                          | <b>8</b>  |
| 14. Language of Tenders .....                                               | 8         |
| 15. Presentation of Tenders .....                                           | 9         |
| 16. Content of Tender (Single-Envelope System) .....                        | 9         |
| 17. Tender Prices .....                                                     | 10        |
| 18. Currencies of Tender and Payments .....                                 | 10        |
| 19. Period of Validity of Tenders .....                                     | 10        |
| 20. Tender Guarantee (Bid Bond) .....                                       | 11        |
| 21. Variant Solutions .....                                                 | 11        |
| 22. Preparation and Signing of Tenders .....                                | 11        |
| <b>D. SUBMISSION OF TENDERS .....</b>                                       | <b>11</b> |
| 23. Sealing and Marking of Tenders .....                                    | 11        |
| 24. Extension of Deadline for Submission of Tenders .....                   | 12        |
| 25. Late Tenders .....                                                      | 12        |
| 26. Alterations and Withdrawal of Tenders .....                             | 12        |
| <b>E. OPENING AND EVALUATION OF OFFERS .....</b>                            | <b>12</b> |
| 27. Opening of Tenders .....                                                | 12        |
| 28. Secrecy of the Procedure .....                                          | 13        |
| 29. Clarification of Tenders .....                                          | 13        |
| 30. Tender Evaluation Process .....                                         | 13        |
| 31. Correction of Arithmetical Errors .....                                 | 14        |
| <b>F. CONTRACT AWARD .....</b>                                              | <b>14</b> |
| 32. Criteria for Award .....                                                | 14        |
| 33. Right of the Contracting Authority to accept or reject any Tender ..... | 14        |
| 34. Notification of Award, Contract Clarifications .....                    | 15        |
| 35. Contract Signing and Performance Guarantee .....                        | 15        |
| 36. Commencement of Services .....                                          | 16        |

|                                                                                                                              |           |
|------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>G. MISCELLANEOUS .....</b>                                                                                                | <b>16</b> |
| 37. Ethics Clauses .....                                                                                                     | 16        |
| 38. Data Protection and Freedom of Information .....                                                                         | 17        |
| 39. Gender Equality .....                                                                                                    | 17        |
| <b>VOLUME 1 SECTION 2 - TENDER FORM .....</b>                                                                                | <b>18</b> |
| <b>VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS .....</b>                                                                      | <b>21</b> |
| 1. Statement on Conditions of Employment .....                                                                               | 21        |
| 4. Literature list .....                                                                                                     | 22        |
| <b>VOLUME 1 SECTION 5 - GLOSSARY .....</b>                                                                                   | <b>23</b> |
| <b>VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS .....</b>                                           | <b>25</b> |
| Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000) ..... | 25        |
| Part XII - Separate packages in tender offer .....                                                                           | 25        |
| Part XIII - Appeals .....                                                                                                    | 27        |
| <b>VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM .....</b>                                                                        | <b>28</b> |
| <b>VOLUME 2 SECTION 2 - GENERAL CONDITIONS .....</b>                                                                         | <b>30</b> |
| <b>VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....</b>                                                                          | <b>31</b> |
| Article 2: Notices and Written Communications.....                                                                           | 31        |
| Article 5: Supply of Information .....                                                                                       | 31        |
| Article 6: Assistance with Local Regulations .....                                                                           | 31        |
| Article 7: Obligations of the Contractor .....                                                                               | 31        |
| Article 13: Medical, Insurance and Security Arrangements .....                                                               | 31        |
| Article 14: Intellectual and Industrial Property Rights .....                                                                | 31        |
| Article 15: Scope of the Services .....                                                                                      | 31        |
| Article 16: Personnel and Equipment .....                                                                                    | 31        |
| Article 18: Execution of the Contract.....                                                                                   | 31        |
| Article 19: Delays in Execution.....                                                                                         | 31        |
| Article 20: Amendment of the Contract .....                                                                                  | 31        |
| Article 24: Interim and Final Progress Reports .....                                                                         | 32        |
| Article 26: Payments and Interest on Late Payment.....                                                                       | 32        |
| Article 27: Pre-Financing Guarantee .....                                                                                    | 32        |
| Article 28: Audit Certificate.....                                                                                           | 32        |
| Article 39: Further Additional Clauses .....                                                                                 | 32        |
| <b>VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE .....</b>                                                             | <b>33</b> |
| <b>VOLUME 2 SECTION 6 - SPECIMEN AUDIT CERTIFICATE .....</b>                                                                 | <b>34</b> |
| <b>VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE).....</b>                                   | <b>34</b> |
| 1. Background Information .....                                                                                              | 37        |
| 1.1 - Beneficiary Country .....                                                                                              | 37        |
| 1.2 - Central Government Authority .....                                                                                     | 37        |
| 1.3 - Contracting Authority .....                                                                                            | 37        |
| 1.4 - Relevant Country Background.....                                                                                       | 37        |
| 2. Contract Objectives and Expected Results .....                                                                            | 37        |
| 2.1 - Overall Objectives .....                                                                                               | 37        |
| 2.2 - Specific Objectives .....                                                                                              | 37        |
| 2.3 - Results to be Achieved by the Consultant .....                                                                         | 37        |
| 3. Assumptions and Risks .....                                                                                               | 37        |
| 3.1 - Assumptions Underlying the Project Intervention .....                                                                  | 37        |
| 3.2 - Risks .....                                                                                                            | 38        |
| 4. Scope of the Work .....                                                                                                   | 38        |
| 4.1 - General.....                                                                                                           | 38        |
| 4.2 - Specific Activities.....                                                                                               | 38        |
| 4.3 - Project Management .....                                                                                               | 38        |
| 5. Logistics and Timing.....                                                                                                 | 39        |

|                                                                                              |           |
|----------------------------------------------------------------------------------------------|-----------|
| 5.1 - Location .....                                                                         | 39        |
| 5.2 - Commencement Date & Period of Execution .....                                          | 39        |
| 6. Requirements.....                                                                         | 39        |
| 6.1 - Personnel .....                                                                        | 39        |
| 6.3 - Facilities to be provided by the Consultant .....                                      | 39        |
| 6.4 - Equipment .....                                                                        | 39        |
| 7. Reports .....                                                                             | 39        |
| 7.1 - Reporting Requirements .....                                                           | 39        |
| 8. Monitoring and Evaluation.....                                                            | 39        |
| 8.1 - Definition of Indicators .....                                                         | 39        |
| 8.2 - Special Requirements .....                                                             | 39        |
| <b>VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION &amp; METHODOLOGY).....</b> | <b>43</b> |
| <b>VOLUME 4.1 - FINANCIAL BID .....</b>                                                      | <b>44</b> |
| <b>VOLUME 4.2 - FINANCIAL BID .....</b>                                                      | <b>45</b> |
| <b>VOLUME 4.3 - FINANCIAL BID .....</b>                                                      | <b>46</b> |

# Terms Of Reference

**Note:**

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

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.2 - Central Government Authority

Department of Contracts

### 1.3 - Contracting Authority

Ministry for Foreign Affairs

### 1.4 - Relevant Country Background

Malta

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:

- To have a printing/photocopying/scanning solution for the Ministry for Foreign Affairs

### 2.2 - Specific Objectives

The objectives of this contract [which are not necessarily those of the project] are as follows:

- To control and monitor print/copy jobs within the Ministry in order to curtail abuses related to such jobs

### 2.3 - Results to be Achieved by the Consultant

1. Curtail print/copy abuses
2. Implement document data protection through secure printing and hard disk wiping when necessary

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

It is assumed that that all the photocopiers will have approximately the number of copies per month as indicated in the Annex I of the Terms of Reference.

### 3.2 - Risks

It is not guaranteed that each machine reaches the minimum print/copy mark per month as indicated in the Annex I of the Terms of Reference. Likewise, it is also not guaranteed that each machine will exceed the minimum print/copy monthly amount indicated above.

## 4. Scope of the Work

### 4.1 - General

### 4.2 - Specific Activities

A clear and detailed list of tasks to be undertaken in order to achieve the contract objectives and/or consultant's job description. The tasks should be listed either in order of importance or in chronological order. They should include any reports which the Consultant must prepare (in addition to the interim and final reports referred to in Section 7.1 of these Terms of Reference). Any tasks requiring specific expertise should be clearly identified. If appropriate, the time schedule for completion of the various activities should be stipulated here.

This section should contain only major managerial, economic, institutional, and technical requirements (+criteria) regarding this project's activities. It may address the question of phasing of the project, or its organisation into distinct components. It should not be too prescriptive. It is up to tenderers to prepare their own detailed organisation and methodology and technical proposals such that they fulfil the general requirements described in these Terms of Reference.

For contracts which include an element of supervision of progress of contractors on other contracts (eg, works or supplies), the tasks of the supervisor should include a description of the types of control which he/she must carry out. When the supervisor issues a certificate, he/she must be satisfied that relevant, reliable and sufficient evidence exists that:

- the tasks have been properly performed; and
- the amounts claimed by the contractor(s) have actually and necessarily been incurred

in accordance with the requirements of the contract he/she is supervising.

In preparing this section, particular attention should be given to ensuring the sustainability and dissemination of project results. [EU Funds: The Consultant must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project.

### 4.3 - Project Management

#### 4.3.1 Responsible Body

The final beneficiary of this project is the Information Management Unit within the Ministry for Foreign Affairs.

#### 4.3.2 Management Structure

The Information Management Unit within the Ministry for Foreign Affairs is headed by the Chief Information (CIO). Assisting the CIO will be the staff working at the Office of the CIO.

#### 4.3.3 Facilities to be provided by the Contracting Authority and/or other parties

The Contracting Authority will provide the Contractor with the following:

- Access to the location where the photocopiers will be installed
- Electrical and network points
- Supplier's Account for the configuration of the photocopiers on the users' machines

## 5. Logistics and Timing

### 5.1 - Location

The location where the photocopiers are to be installed is the Ministry for Foreign Affairs' Head Office, Palazzo Parisio, Merchants Street, Valletta.

### 5.2 - Commencement Date & Period of Execution

The intended commencement date is upon the lapse of the objection period and the period of execution of the contract will be not more than 30 days from this date. Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.)

## 6. Requirements

### 6.1 - Personnel

### 6.3 - Facilities to be provided by the Consultant

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

State what will be required in terms of supplies, services, documentation, logistical support, etc for the success of the contract, indicating the source (ie, Consultant / beneficiary country / Contracting Authority / ... ). The maximum detail should be provided, especially for those elements which are to be provided by the Consultant within the fee rates of its experts.

### 6.4 - Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## 7. Reports

### 7.1 - Reporting Requirements

*(Please refer/peg to Article 26 of the Special/General Conditions)*

Interim progress reports may be asked for periodically during the period of execution of the contract. They must be accompanied by a corresponding invoice.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

Nil.

### 8.2 - Special Requirements

Nil.

Lot 1: Tender for a period contract for the leasing of Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - TMFA 008/2014 Colour Photocopiers

#### Minimum Required Specifications

This sheet establishes the minimum standard required (i.e. machines which do not reach any minimum required specification listed will not be considered).

#### Colour photocopier specifications

| Minimum Required Specifications     |                                                                                             | Compliance<br>Y/N | Page Number<br>(Technical<br>Documentation) |
|-------------------------------------|---------------------------------------------------------------------------------------------|-------------------|---------------------------------------------|
| Paper Size:                         | A3 Maximum, A5 Minimum                                                                      |                   |                                             |
| Print Speed:                        | Not less than 45 pages per minute                                                           |                   |                                             |
| Emulation:                          | Postscript, PCL 4, PCL5e, PCL6,<br>RPCS                                                     |                   |                                             |
| Print Resolution                    | 1200 x 2400 dpi                                                                             |                   |                                             |
| Interface                           | Fast Ethernet 10/100/1000                                                                   |                   |                                             |
| Memory                              | Not less than 3GB                                                                           |                   |                                             |
| Hard Disk                           | Not less than 150GB                                                                         |                   |                                             |
| Processor                           | Not less than 1.2GHz                                                                        |                   |                                             |
| Touch Screen                        | Touch Screen interface                                                                      |                   |                                             |
| Network Protocol                    | TCP/IP                                                                                      |                   |                                             |
| Supported Networks                  | Windows 7/8, Server 2003/2008<br>Unix / Linux                                               |                   |                                             |
| Paper Capacity                      | 2000 sheets                                                                                 |                   |                                             |
| Paper Handling:                     | Not less than 4 trays having<br>adjustable settings up to A3                                |                   |                                             |
| Paper Weight                        | 60-300 gsm                                                                                  |                   |                                             |
| Output Capacity                     | 2,000 sheets                                                                                |                   |                                             |
| First Print                         | Not more than 8 seconds in colour &<br>b&w                                                  |                   |                                             |
| Minimum Average<br>Monthly Copies:  | 6,000 b/w copies A4 size paper                                                              |                   |                                             |
| Automatic Duplex<br>Document Feeder | Standard, not less than 100 sheets                                                          |                   |                                             |
| Scanning                            | Scan to E-mail / USB storage / PC                                                           |                   |                                             |
|                                     | Network Scanning (in colour)                                                                |                   |                                             |
|                                     | Scanning not less than 150ppm in<br>colour & b&w                                            |                   |                                             |
| Security                            | Hard Disk Overwrite facility                                                                |                   |                                             |
| Others                              | Colour printing technology                                                                  |                   |                                             |
|                                     | Finisher - 2000 sheets                                                                      |                   |                                             |
|                                     | Stapling facility – not less than 50<br>sheets at a time – multi position<br>stapling       |                   |                                             |
|                                     | User Account Management                                                                     |                   |                                             |
|                                     | Complies with the latest ENERGY<br>STAR standards*                                          |                   |                                             |
| Remote monitoring<br>and Management | Manage device interface from IP /<br>Automatically retrieve meter reads<br>through software |                   |                                             |



± Any other appropriate means of proof, such as a technical dossier of the manufacturer or a test report from a recognised body demonstrating that the criteria are met will also be accepted.

**Lot 2: Tender for a period contract for the leasing of Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - High Volume Black and white photocopiers**

**Minimum Required Specifications**

This sheet establishes the minimum standard required (i.e. machines which do not reach any minimum required specification listed will not be considered).

**High Volume Black and white photocopier specifications**

| <b>Minimum Required Specifications</b> |                                                                                             | <b>Compliance<br/>Y/N</b> | <b>Page Number<br/>(Technical Documentation)</b> |
|----------------------------------------|---------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------|
| Paper Size:                            | A3 Maximum, A5 Minimum                                                                      |                           |                                                  |
| Print Speed:                           | 45 pages per minute                                                                         |                           |                                                  |
| Emulation:                             | Postscript, PCL 4, PCL5e, PCL6                                                              |                           |                                                  |
| Print Resolution                       | 1200 x 1200 dpi                                                                             |                           |                                                  |
| Interface                              | Fast Ethernet 10/100/1000                                                                   |                           |                                                  |
| Memory                                 | 2GB                                                                                         |                           |                                                  |
| Hard Disk                              | Not less than 250GB                                                                         |                           |                                                  |
| Processor                              | Not less than 1 GHz                                                                         |                           |                                                  |
| Touch Screen                           | Touch Screen interface                                                                      |                           |                                                  |
| Network Protocol                       | TCP/IP                                                                                      |                           |                                                  |
| Supported Networks                     | Windows 7/8, Server 2003/2008<br>Unix / Linux                                               |                           |                                                  |
| Paper Capacity                         | 2000 sheets                                                                                 |                           |                                                  |
| Paper Handling:                        | Not less than 4 trays having<br>adjustable settings up to A3                                |                           |                                                  |
| Paper Weight                           | 60-200 gsm                                                                                  |                           |                                                  |
| Output Capacity                        | 2,000 sheets                                                                                |                           |                                                  |
| First Print                            | Not more than 11 seconds                                                                    |                           |                                                  |
| Minimum Average<br>Monthly Copies:     | 7,000 copies A4 size paper                                                                  |                           |                                                  |
| Automatic Duplex<br>Document Feeder    | Standard, not less than 200 sheets                                                          |                           |                                                  |
| Scanning                               | Scan to E-mail / USB storage / PC                                                           |                           |                                                  |
|                                        | Network Scanning (in colour)                                                                |                           |                                                  |
|                                        | Scanning not less than 150ppm in<br>colour and b&w                                          |                           |                                                  |
| Others                                 | Finisher - 2000 sheets                                                                      |                           |                                                  |
|                                        | Stapling facility – not less than 50<br>sheets at a time – multi position<br>stapling       |                           |                                                  |
|                                        | User Account Management                                                                     |                           |                                                  |
|                                        | Complies with the latest<br>ENERGY STAR standards*                                          |                           |                                                  |
| Remote monitoring<br>and Management    | Manage device interface from IP /<br>Automatically retrieve meter<br>reads through software |                           |                                                  |

± Any other appropriate means of proof, such as a technical dossier of the manufacturer or a test report from a recognised body demonstrating that the criteria are met will also be accepted.

Lot 3: Tender for a period contract for the leasing of Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - Low Volume Black and white photocopiers

**Minimum Required Specifications**

This sheet establishes the minimum standard required (i.e. machines which do not reach any minimum required specification listed will not be considered).

**Low Volume Black and white photocopier specifications**

| Minimum Required Specifications     |                                                                                             | Compliance<br>Y/N | Page Number<br>(Technical Documentation) |
|-------------------------------------|---------------------------------------------------------------------------------------------|-------------------|------------------------------------------|
| Paper Size:                         | A3 Maximum, A5 Minimum                                                                      |                   |                                          |
| Print Speed:                        | 25 pages per minute                                                                         |                   |                                          |
| Emulation:                          | Postscript, PCL 4, PCL5e, PCL6                                                              |                   |                                          |
| Print Resolution                    | 1200 x 1200 dpi                                                                             |                   |                                          |
| Interface                           | Fast Ethernet 10/100/1000                                                                   |                   |                                          |
| Memory                              | 2GB                                                                                         |                   |                                          |
| Hard Disk                           | Not less than 250GB                                                                         |                   |                                          |
| Processor                           | Not less than 667MHz                                                                        |                   |                                          |
| Touch Screen                        | Touch Screen interface                                                                      |                   |                                          |
| Network Protocol                    | TCP/IP                                                                                      |                   |                                          |
| Supported Networks                  | Windows 7/8, Server 2003/2008<br>Unix / Linux                                               |                   |                                          |
| Paper Capacity                      | 2000 sheets                                                                                 |                   |                                          |
| Paper Handling:                     | Not less than 4 trays having<br>adjustable settings up to A3                                |                   |                                          |
| Paper Weight                        | 60-200 g/m <sup>2</sup>                                                                     |                   |                                          |
| Output Capacity                     | 2,000 sheets                                                                                |                   |                                          |
| First Print                         | Not more than 12 seconds                                                                    |                   |                                          |
| Minimum Average<br>Monthly Copies:  | 3,500 copies A4 size paper                                                                  |                   |                                          |
| Automatic Duplex<br>Document Feeder | Standard, not less than 110 sheets                                                          |                   |                                          |
| Scanning                            | Scan to E-mail / USB storage /<br>PC                                                        |                   |                                          |
|                                     | Network Scanning (in colour)                                                                |                   |                                          |
|                                     | Scanning not less than 55 ppm                                                               |                   |                                          |
| Others                              | Finisher - 2000 sheets                                                                      |                   |                                          |
|                                     | Stapling facility – not less than 50<br>sheets at a time – multi position<br>stapling       |                   |                                          |
|                                     | User Account Management                                                                     |                   |                                          |
|                                     | Complies with the latest<br>ENERGY STAR standards*                                          |                   |                                          |
| Remote monitoring<br>and Management | Manage device interface from IP /<br>Automatically retrieve meter<br>reads through software |                   |                                          |

\* Any other appropriate means of proof, such as a technical dossier of the manufacturer or a test report from a recognised body demonstrating that the criteria are met will also be accepted.

## VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

*(To be tailored to the specific requirements of the tender and in particular should reflect what is requested in the Terms of Reference and Evaluation Grid)*

To be completed by the tenderer

### 1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

### 2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs

### 3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

## VOLUME 4.1 - FINANCIAL BID

### Lot 1

Fee for Leasing of Each Colour printing Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - TMFA 001/2015 as outlined in the Tender Document, Advert Number TMFA 001/2015

| Description of Service                                                                                                                                                                                                                                                                                                                                            | Total including Taxes, Other Duties & Discounts but exclusive of VAT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                   | Amount in Euro (€)                                                   |
| Energy Efficient Photocopiers with at least all the minimum required technical specifications as listed in Annex I                                                                                                                                                                                                                                                |                                                                      |
| Rates per copy including: <ul style="list-style-type: none"> <li>• monthly lease cost;</li> <li>• all costs of necessary hardware including cables &amp; software;</li> <li>• full service &amp; maintenance;</li> <li>• all installation charges;</li> <li>• all labour charges;</li> <li>• any other charges</li> </ul> As per Volume 3 Section 1<br>Clause 2.2 | € .....<br><br>Amount in words:                                      |
| Price for a quantity of 6,000 copies per month*                                                                                                                                                                                                                                                                                                                   |                                                                      |

\* For evaluation purposes only. Quantity consumed in contract may vary.

## VOLUME 4.2 - FINANCIAL BID

### Lot 2

Fee for Leasing of Each High Volume Black and White printing Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - TMFA 001/2015 as outlined in the Tender Document, Advert Number TMFA 001/2015

| Description of Service                                                                                                                                                                                                                                                                                                                                            | Total including Taxes, Other Duties & Discounts but exclusive of VAT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Energy Efficient Photocopiers with at least all the minimum required technical specifications as listed in Annex I                                                                                                                                                                                                                                                | Amount in Euro (€)                                                   |
| Rates per copy including: <ul style="list-style-type: none"> <li>• monthly lease cost;</li> <li>• all costs of necessary hardware including cables &amp; software;</li> <li>• full service &amp; maintenance;</li> <li>• all installation charges;</li> <li>• all labour charges;</li> <li>• any other charges</li> </ul> As per Volume 3 Section 1<br>Clause 2.2 | € .....<br><br>Amount in words:                                      |
| Price for a quantity of 7,000 copies per month*                                                                                                                                                                                                                                                                                                                   |                                                                      |

\* For evaluation purposes only. Quantity consumed in contract may vary.

## VOLUME 4.3 - FINANCIAL BID

### Lot 3

Fee for Leasing of Each Low Volume Black and White printing Energy Efficient Photocopiers for a three (3) year period at the Ministry for Foreign Affairs (MFA) - TMFA 001/2015 as outlined in the Tender Document, Advert Number TMFA 001/2015

| Description of Service                                                                                                                                                                                                                                                                                                                                            | Total including Taxes, Other Duties & Discounts but exclusive of VAT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Energy Efficient Photocopiers with at least all the minimum required technical specifications as listed in Annex I                                                                                                                                                                                                                                                | Amount in Euro (€)                                                   |
| Rates per copy including: <ul style="list-style-type: none"> <li>• monthly lease cost;</li> <li>• all costs of necessary hardware including cables &amp; software;</li> <li>• full service &amp; maintenance;</li> <li>• all installation charges;</li> <li>• all labour charges;</li> <li>• any other charges</li> </ul> As per Volume 3 Section 1<br>Clause 2.2 | € .....<br><br>Amount in words:                                      |
| Price for a quantity of 3,500 copies per month*                                                                                                                                                                                                                                                                                                                   |                                                                      |

\* For evaluation purposes only. Quantity consumed in contract may vary.