

## **IMPORTANT NOTE**

### **Submission of Quotations**

Quotations must be submitted by registered Economic Operators. EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit quotations under their sole trader's name and not on behalf of any other organisation. In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the quotation. In the case where a person requires to submit a quotation on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the quotation.

Economic Operators are reminded that **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) or through the e-ID Service via the MyGov website at [www.mygov.mt](http://www.mygov.mt). In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular quotation, they should submit multiple quotations. Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage. The Contracting Authority will disqualify Economic Operators who do not abide by the above instructions.

### **Submission of Financial Offer**

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. **VAT shall be paid in accordance with the current VAT regulations.**



**Quotation Reference Number: ERA\_QT012/2017**

**Quotation Title: CALL FOR QUOTATIONS FOR THE SUPPLY,  
DELIVERY AND INSTALLATION OF DESKS**

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**Date Published: Monday 27<sup>th</sup> November 2017**

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**Deadline for Submission: Thursday 7<sup>th</sup> December 2017 at 11:30pm CET/CEST**

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**Quotation Opening: Thursday 7<sup>th</sup> December 2017 at 12:00pm CET/CEST**

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 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

**Environment & Resources Authority**

Hexagon House, Spencer Hill, Marsa, MRS 1441.

Email: [procurement.era@era.org.mt](mailto:procurement.era@era.org.mt)

# CALL FOR QUOTATIONS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF DESKS

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## SECTION 1 - INSTRUCTIONS TO ECONOMIC OPERATORS

### 1. General Instructions

- 1.1 In submitting a quotation (unless otherwise indicated), a quotation offer above 100MB will not be accepted by the system (ePPS), the Economic Operator accepts in full and in its entirety, the content of this quotation document, including any subsequent Clarifications issued by the Contracting Authority (CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the quotation is waived. Economic Operators are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this document. **No account can be taken of any reservation in the quotation in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.**

Prospective bidders must submit their response to this quotation online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the quotation package, created using the old version of the tool, will not be accepted by the e-tenders portal. Therefore, to avoid the inconvenience of having the quotation package rejected, please make sure that you fill in the .xml structure using the latest version which can be downloaded from the <http://www.etenders.gov.mt> portal. In case of any discrepancy between the requirements contained in this document and those in the .xml structure, the latter shall prevail. Prospective bidders take full responsibility to submit their electronic quotation response (offer) well before the submission deadline in order to avoid last minute upload restrictions. Quotations must be fully uploaded/accepted by the ePPS prior to the deadline for submission of offers, that is, quotation submissions in transit upon the submission deadline will be rejected.

**Note:**

Where in this 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.

- 1.2 The subject of this quotation is the supply, delivery and installation of fifty (50) desks having the following specifications:

**Type:** Top and side shall be made of light laminated beech timber,  
front modesty panel shall be made of light laminated beech timber;  
**Dimensions:** 140cm long x 80cm deep x 72 cm high;  
**Colour:** Beech finish;  
**Quantity:** 50;  
**Assembly:** in place as per drawing attached.

- 1.3 The place of acceptance of the supplies shall be Hexagon House, Spencer Hill, Marsa, the time-limits for the execution of the contract shall commence within three (3) weeks for all three (3) lots from the confirmation of the order and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.

- 1.4 This is a unit-price for supplies contract.
- 1.5 The Contracting Authority for this quotation is the Environment and Resources Authority.

## **2. Variant Solutions**

- 2.1 Variant solutions cannot be applied for quotations.

## **3. Financing**

- 3.1 The project is financed from local budget funds.

## **4. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 2.1 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators in Tender Response Format.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (iv) Power of Attorney (if applicable). <sup>(Note 2)</sup>
- (v) Data on Joint Venture/Consortium (if applicable). <sup>(Note 2)</sup>

### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)). <sup>(Note 2)</sup>**

- (i) Declaration concerning exclusion grounds (as per tender structure)
- (ii) Declaration concerning Selection Criteria.

*Bidders are kindly requested to fill in Articles 11 and 12 of the uploaded Selection Criteria Declaration Form.*

### (C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>
- (ii) **Literature/Samples** as per Form marked 'Literature/Samples List'.

### (D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** <sup>2010</sup> **(Grand Total)** for the supplies tendered as per Tender Response Format [inclusive of spare parts/after-sales services/maintenance/training as applicable]. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

#### Notes to Clause 4:

1. *Not applicable for quotations.*
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. Rectifications are free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

### 5. Tender Guarantee (Bid Bond)

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

### 6. Criteria for Award

- 6.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

*Part IX of the Public Procurement Regulations: Appeals from decisions taken after the closing date for the submissions of an offer.*

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

Version 1.2 Quotation e-procurement document (to be submitted through the ePPS, therefore for procurement with an estimated value from Euro5,000 and up to Euro10,000 excl VAT)

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.



## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### *Article 2: Law Applicable*

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### *Article 3: Order of Precedence of Contract Documents*

- 3.1 The contract is made up of the following documents, in order of precedence:
  - (a) the Contract;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications and design documentation;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the bill of quantities (after arithmetical corrections)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

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

### *Article 4: Communications*

- 4.1 Following to the award of the contract, communications is to be sent to:

Administration Unit  
Environment and Resources Authority  
Hexagon House,  
Spencer Hill,  
Marsa.

The Contractor shall at all times, respect the Contracting Authority's preferred and/or established lines of communication.

### *Article 7: Supply of Documents*

- 7.4 A copy of the specifications shall be provided to the contractor.

**Article 8: Assistance with Local Regulations**

- 8.3 The responsibility for obtaining the necessary permits, authorizations and/or licences lies with the Contractor.

**Article 9: The Contractor's Obligations**

- 9.6 The Contractor shall be responsible to transport all the desks to the project site. Transport, including related insurance, safe storage at the premises of the Contractor and security, shall be borne by the Contractor. All related costs, including any double handling costs, shall be included in the contract price.

The Contractor shall be responsible for carrying out pre-installation inspections of all rooms and for advising the Contracting Authority of any further work required to make the rooms at the Project site ready for the installation of the desks.

The Contractor shall be solely responsible for ensuring that the desks are moved into the correct room location as per respective drawings and at the date agreed with the Contracting Authority.

The Contractor shall be solely responsible for the installation of all desks covered by this contract. Furthermore, the Contractor shall be responsible for the co-ordination of the installation of all desks with the Contracting Authority.

For the avoidance of doubt, it is stated that the Contractor acknowledges that the desks to be provided by him/her shall be provided in the context of a much larger project which shall, require other contractors and third parties to operate at the Project Site.

The Contractor agrees to follow all such instructions given to him/her by the Contracting Authority from time to time, and furthermore declares that s/he has allowed and provided in his/her contract price for any such reasonable delays which may occur in the provision of the desks as a result of the requirement to coordinate with other third parties.

**Article 10: Origin**

- 10.1 Not applicable.

**Article 11: Performance Guarantee**

- 11.1 No performance guarantee is requested for Call for Quotations (CfQ) as they do not exceed €10,000.

**Article 12: Insurance**

- 12.1 Further to the stipulations in the General Conditions, insurance costs covering the delivery and installation of supplies to site/s and any damage caused to the property or any injury during the installation are to be borne by the Supplier until the provisional acceptance is issued.

The insurance shall be extended by the Contractor to cover ALL the Contractor's operations and works and any transportation of items to site, materials, supplies plant and equipment. Notwithstanding the provisions of General Conditions of the contract. All personnel employed by the contractor at work, should be insured with regards to health and safety.

***Article 13: Performance Programme (Timetable)***

- 13.1 The supply, delivery and installation of desks shall be carried out within three (3) weeks for all three (3) lots from the confirmation of order.

Delivery shall commence by no later than the last week of January 2018.

Dates of delivery and quantity for each lot shall vary at the discretion of the Contracting Authority.

***Article 14: Contractor's Drawings/Diagrams***

- 14.1 Not applicable.

***Article 15: Tender Prices***

- 15.1 Tender prices shall be fixed as specified in the General Conditions.

***Article 16: Tax and Customs Arrangements***

- 16.1 Not applicable.

***Article 17: Patents and Licences***

- 17.1 As per General Conditions.

***Article 18: Commencement Order***

- 18.1 The contract shall commence on the date of the last signature on the contract. The Contractor shall commence the supply, delivery and installation by no later than the last week of January 2018.

Delivery shall be made in three (3) lots as indicated by the Authority.

Dates of delivery and quantity for each lot may vary at the Authority's discretion.

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

- 19.1 The supply and installation of the furniture shall commence within three (3) weeks for all three (3) lots from the confirmation of order.

Delivery shall commence by no later than the last week of January 2018. Dates of delivery and may vary at the Authority's discretion.

***Article 22: Modification to the Contract***

Not applicable.

**Article 24: Quality of Supplies**

24.2 As per Section 4 - Technical Specifications

**Article 25: Inspection and Testing**

25.2 The furniture shall be inspected and tested after being assembled on site.

**Article 26: Methods of Payment**

26.1 Payments will be made in Euro.

Payments shall be authorised and paid by the Contracting Authority.

26.3 As per General Conditions.

26.5 Payment to the contractor shall be made following the complete delivery and installation of the requested desks.

**Article 28: Delayed Payments**

28.1 The Contracting Authority shall pay the contractor sums due within sixty (60) days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

**Article 29: Delivery**

29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.

**Article 31: Provisional Acceptance**

Not applicable.

**Article 32: Warranty**

- 32.1 This warranty shall remain valid for a period of two (2) years against faulty workmanship and materials. If during this period any parts have to be replaced, the warranty on that part shall be renewed for another two (2) years from the date of replacement.

During the warranty period any required maintenance to the supplied desks has to be done within 48 hours from such report to the Contractor.

**Article 33: After-Sales Service**

- 33.1 The Contractor shall warrant that spare parts for the furniture shall be available for a period of **not less than two (2) years** after the lapse of the warranty period of the furniture and shall thereafter give written notice to the Environment and Resources Authority prior to the discontinuation of production/availability of the spare parts.

**Article 35: Breach of Contract**

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

**Article 37: Termination by the Contractor**

Not applicable.

**Article 41: Dispute Settlement by Litigation**

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

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

## Section 4: TECHNICAL SPECIFICATIONS

### Scope

This Call for Quotations is for the supply, delivery, installation of desks for the Environment and Resources Authority at Hexagon House, Spencer Hill, Marsa.

### Description

The Contracting Authority requires the supply, delivery and installation of new office desks. Detailed to scale drawings are provided with this Call for Quotation document in order for the bidder to understand the exact location for the installation of the desks.

The list of furniture required includes:

| Item No. | Description of item required | Quantity | Description of the item being offered                                                                                                                                                                                        |
|----------|------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | Rectangular Desk             | 50       | <p><b>Colour:</b> Beech</p> <p><b>Material:</b> Laminated Timber</p> <p><b>Dimensions:</b> 140cm x 80cm x 72cm high</p> <p><b>Includes:</b> Side, top and modesty panel in shall be made of light laminated beech timber</p> |

### Rectangular Desks

Desks shall be manufactured with light laminated beech timber sides, top and modesty panel. The material of each desk shall be laminated chipboard with double coated with 2mm ABS edging.

The front modesty panel shall be of minimum 18mm manufactured from laminated chipboard with double coated with 2mm ABS edging.

Tops shall be manufactured with straight edge profiles. Tops shall be made of a seamless, hard wearing, scratch-resistant, stain proof, hygienic, durable and maintenance-free. All desks must have the same wood finish.

Desks shall be made in such a way that they can be easily joined into a cluster or used individually. To this effect, the desks shall be joined using fittings and as a result end up 'locked/fastened' to one another. These clusters shall be fastened together by the contractor on site as specified in the respective drawings.

#### Requirements:

**Finish of desk tops:** Light beech laminate or similar

**Dimensions:** Width - 1400mm Depth: 800mm Height: 720mm  
Modesty panel to be included.

**Material:** shall be fire retardant and in line with health and safety requirements.

**Quality of material:** shall be durable and easily cleaned.

**Thickness:** A minimum of 25mm.

### Dimensions

The above requested dimensions (140cm x 80cm x 72cm high) are approximate. The Contracting Authority shall adopt an acceptable tolerance of  $\pm 10\%$ .

## Installation

The items shall be installed to the highest standards of workmanship at the premises of the Environment and Resources Authority, situated in Hexagon House, Spencer Hill, Marsa. During installation every precaution is to be taken to protect adjoining surfaces from damages. Damages incurred due to the Contractor's fault are to be replaced at his own expense.

A plan of the office where the furniture shall be installed is being annexed as part of this Call for Quotations under separate cover titled Assembly Layout for guidance purposes.

## Price

The price shall include all those materials, components, fixtures, accessories, fittings, commissioning, and assembly required to achieve the performance specifications included in this document. All related costs, including any double handling costs, shall be included in the contract price.

Bidders are requested to submit in the respective Financial Bid Form the price per desk.

### Additional Desks

Bidders are also requested to include the price of any additional desks the Authority may require following the award of the contract. **This price shall be optional and shall NOT form part or be included in the final total price.**

The price given by the Contractor for the additional desks shall remain valid for thirty (30) days from the award of the contract.

## Special Control

The Contractor shall keep the site orderly, clean and in a safe condition at all times, immediately removing all waste and rubbish. The Contractor shall dispose of rubbish offsite daily during the progress of works.

Prior to the date of completion, the Contractor shall clear away and remove from site all packaging, surplus material, rubbish and leave the whole of the site clean and in a condition to the satisfaction of the architect in charge.

## Transport and Storage

The Contractor shall be responsible for the safe transport of all materials and installation of furniture in each respective floor. The furniture shall be delivered in protective packaging to avoid damage to the material and finished surfaces during transit and handling. Defective products shall be replaced by the Contractor at his/her own expense. All items shall be delivered to Hexagon House, Spencer Hill, Marsa.

These areas are accessible by a lifter / high-up crane.

Delivery shall commence as highlighted in Article 13.1 by no later than the last week of January 2018. The delivery dates for each lot shall vary at the Authority's discretion.

## Workmanship Supplies

Workmanship supplies shall be fabricated and installed to the highest standards.

## Environmentally friendly materials and processes

The furniture shall be produced with environmentally friendly materials and processes. All packaging materials shall be easily separable by hand into recyclable parts.

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## **Packaging Materials**

Packaging must consist of readily recycled material, and/or materials taken from renewable resources, or be a multi-use system.

All packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile).