

IMPORTANT NOTE

Submission of e-tenders

Tenders must be submitted by registered Economic Operators.

Electronic Public Procurement System (ePPS) users holding a sole trader account are kindly reminded that their account can only be used to submit tenders 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 tender.

In the case where a person requires to submit a tender 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 tender.

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 or through the e-ID Service via the MyGov website at 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 CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the ePPS and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts will disqualify Economic Operators who do not abide by these 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.**



REFERENCE NUMBER: CT2314/2018

**TENDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF HIGHLY AVAILABLE
SERVERS AND STORAGE AREA NETWORK (SAN) INFRASTRUCTURE SOLUTION.**

Date Published: 16th October 2018

Deadline for Submission: 20th November 2018 at 09:30am CET/CEST

Tender Opening: 20th November 2018 at 10:00am CET/CEST

IMPORTANT:

- **No Bid Bond is requested for this tender.**

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from www.etenders.gov.mt

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

Department of Contracts

Notre Dame Ravelin, Floriana FRN1600, Malta – Tel +356 21220212 Fax +356 21247681 Email
info.contracts@gov.mt

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# SECTION 1 – INSTRUCTIONS TO TENDERERS

## *1. General Instructions*

- 1.1 In submitting a tender (unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS), the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).

**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.**

**Prospective tenderers must submit their response to this tender 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 tender package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the [www.etenders.gov.mt](http://www.etenders.gov.mt) portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format (xml tender structure), the latter shall prevail.**

**Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded/accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.**

**Note:**

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

- 1.2 The subject of this tender is the supply, delivery and installation of a highly available Servers and Storage Area Network (SAN) Infrastructure Solution.
- The place of acceptance of the supplies shall be **Malta Gaming Authority, SmartCity, Ricasoli, Malta** the time-limits for the execution of the contract shall be 3 years, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.3
- 1.4 This is a lump-sum for supplies contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is the Malta Gaming Authority.

## 2. Timetable

2.

|                                                                                                                                                                                                                         | DATE         | TIME  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                          | Refer to 6.2 | -     |
| Deadline for request for any additional information from the Contracting Authority.<br><b>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a></b> | 08/11/2018   | 23.45 |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                                    | 14/11/2018   | 23.45 |
| Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                         | 20/11/2018   | 09.30 |
| Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                     | 20/11/2018   | 10.00 |
| * All times Central European Time (CET)/Central European Summer Time (CEST) as applicable                                                                                                                               |              |       |

## 3. Lots

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

## 4. Variant Solutions

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

## ***5. Financing***

- 5 The project is financed from local budget funds.

## ***6. Clarification Meeting/Site Visit/Workshop***

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Economic operators may register to attend a workshop that will be organised in collaboration with the Institute for Public Services (Ex-CDRT: Centre for Development, Research and Training) at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, economic operators will be given the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person.

## ***7. 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) No Bid Bond is required.<sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (v) Power of Attorney (if applicable).<sup>(Note 2A)</sup>
- (vi)

### **(B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the European Single Procurement Document (ESPD)<sup>(Note 2A)</sup>**

- (i) Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of

the ESPD seeks background information about the economic operator.

If the information to be submitted has already been submitted when registering with the ePPS, the economic operator in question is to leave the relevant field blank. <sup>(Note 2A)</sup>

- (ii) Part II A Reference 2A.14 till 2A.16.6 need only be filled in if the procurement is Reserved. <sup>(Note 2A)</sup>  
Not Applicable
- (iii) Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. Furthermore in the case of a Joint Venture/Consortium or group of economic operators 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. <sup>(Note 2A)</sup>
- (iv) Part II A Reference 2A.18 need only be filled where the tender is divided into lots. <sup>(Note 2A)</sup> - Not Applicable
- (v) Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). <sup>(Note 2A)</sup>
- (vi) Economic Operators must declare that they meet the minimum criteria established hereunder by filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. <sup>(Note 2A)</sup>
- (a) Suitability <sup>(Note 2A)</sup>  
Economic Operators shall be duly authorised by the Manufacturer to provide the equipment to the contracting Authority.  
This information shall be included in the ESPD in Question Reference number 4A.1 and 4A.1.1.
- (b) Economic and Financial Standing <sup>(Note 2A)</sup>
- (c) Technical and Professional Ability <sup>(Note 2A)</sup>  
Provide data concerning subcontractors and the percentage of works to be subcontracted to be submitted online through the ESPD as per question reference number 4C.10.

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per section 7 (B) of these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

- (d) Quality Assurance Schemes and Environmental Management Standards <sup>(Note 2A)</sup>
- (vii) Concluding Statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD). <sup>(Note 2A)</sup>

### **(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>

**Reference should be made to Section 4 – Technical Specifications/Terms of Reference.**

**Key Experts Form, the Statement of Exclusivity and Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** <sup>(Note 2A)</sup>

**All Key Experts Certifications are listed in Key Experts Form.**

**Tenderer's Technical Offer (Organization and Methodology)** <sup>(Note 3)</sup>

- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature.

**No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.** <sup>(Note 2B)</sup>

### **(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 after-sales, services and maintenance. <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 7:**

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. **No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.**

*All Rectifications are free of charge.*

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

8 *No tender guarantee (bid bond) is required.*

### **9. Criteria for Award**

9.1 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;

(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 contract and all written communications between the parties will be drafted in the English language..  
In addition all documentation, diagrams and/or drawings submitted to the Contracting Authority shall also be in the English language

### *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 financial bid form (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
- IT Department  
Malta Gaming Authority  
Building SCM 02-03, Level 4,  
SmartCity Malta, Ricasoli SCM1001, Malta  
Email : [itservices.mga@mga.org.mt](mailto:itservices.mga@mga.org.mt)

### *Article 7: Supply of Documents*

7.4 As per General Conditions.

***Article 8: Assistance with Local Regulations***

8.3 As per General Conditions.

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

9.1 As per General Conditions

9.3 In addition to the General Conditions the contractor is to ensure that the hardware and software being provided is genuine and license.

***Article 10: Origin***

10.1 As per General Conditions.

***Article 11: Performance Guarantee***

11.1 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 copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT.

In the case wherein this Contract is for a period of more than one year, the performance guarantee is to be calculated on the average value of one year (the total value of the recommended offer divided by the number of years). Performance Guarantees are to be valid for a period of 12 months, renewable every year in accordance with the duration of the Contract Agreement.

11.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee.

11.7 Where the Performance Guarantee needs to be retained in respect of after-sales service, this shall be released within 30 days of the Final Commissioning of the Supply.

***Article 12: Insurance***

12.1 As per General Conditions.

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

13.1 The Contractor needs to submit a timed project plan for the supplies and installation of the solution. The requested system should reach the Malta Gaming Authority by not later than six (6) weeks from the date of signing of contract.

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

14.1 As per General Conditions

***Article 15: Tender Prices***

15.1 As per general conditions.  
Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT.

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

16.1 As per General Conditions.

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

17.1 The entire solution needs to be licensed and the total financial bid should include all applicable license costs.

***Article 18: Commencement Order***

18.1 The commencement of the contract shall be the last date of signature on the contract.

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

19.1 The Contractor is expected to start fulfilling the contract obligations upon last date of signature of the contract. Further to the provisions of the General Conditions, the period of execution of the contract shall be of 3 years.

Such contract shall be executed as follows:

- 1) Full delivery of the equipment by not later than 6 weeks from the date of last signature of the contract.
- 2) Installation and successfully testing the system by not later than 10 weeks from the

date of last signature of the contract.

- 3) Maintenance & Support shall commence upon installation of the solution and shall run for the remaining period until the expiration of the contract

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

- 22.1 As per General Conditions
- 22.11 Subject to what is stated in the Public Procurement Regulations, the repetition of supplies shall be capped at a percentage that is to be specified in the Special Conditions. If such capping is not identified in the Special Conditions it shall be automatically capped at 30% of the contract value. The prerogative to order such repetition of supplies shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.
- 22.12 Subject to what is stated in the Public Procurement Regulations the additional supplies (i.e. new supplies not included in the original tender) shall be capped at a percentage that is to be specified in the Special Conditions. If such capping is not identified in the Special Conditions it shall be automatically capped at 50% of the contract value. The prerogative to order such additional supplies shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.

#### ***Article 24: Quality of Supplies***

- 24.2 Further to the General Conditions the Solution supplied shall be tested for technical and software verification. Should the Malta Gaming Authority find that any part of the solution is not fully compliant, it shall be returned to Contractor for either rectification or replacement depending on the detected fault.

#### ***Article 25: Inspection and Testing***

- 25.2 On delivery of the Equipment, the Malta Gaming Authority Shall
  - i) Perform visual testing of the Equipment to check that delivered equipment are free from any physical damage.
  - ii) Sign the delivery note certifying correct that items were received with no visible defects.
  - iii) Compliance testing of the equipment by checking that the delivered equipment conforms to Technical Specifications requested in this tender.
  - iv) Certify correct the invoice after all testing has been carried out and is as per tender specifications.

#### ***Article 26: Methods of Payment***

- 26.1 Payments will be made in Euro.

Payments shall be authorised by the Malta Gaming Authority.

#### Payment Schedule

|                |                                                                   |
|----------------|-------------------------------------------------------------------|
| Payment 1      | 40% upon delivery of equipment.                                   |
| Payment 2      | 60% upon installation and successfully testing the full solution. |
| Yearly Payment | Maintenance & Support.                                            |

26.3 As per General Conditions

#### ***Article 28: Delayed Payments***

28.1 The Contracting Authority shall pay the contractor sums due within 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.

29.2 Solution supplied shall be new, genuine and delivered in original packaging including manufacturers technical literature in English.

The Contractor acknowledges that the cost of delivery, installation and commission of the solution is included in the unit price of the Final Bill form.

The Contractor shall ensure that the Solution is delivered on time as per Section 3 – Special Conditions Article 13, of this Tender.

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



### ***Article 31: Provisional Acceptance***

As per General Conditions

A Provisional Acceptance Certificate in accordance to Article 26.5 will be issued by the CA to the Contractor as soon as the installations detailed in Article 29 are completed at the satisfaction of the Contracting Authority and in accordance with the standards and specifications set out in this contract.

Satisfactory Installation

The satisfactory installation, testing & commissioning and handing over of the equipment means the faultless functioning including system integration of all the equipment for a minimum period of 15 (fifteen) days starting from provisional acceptance by the CA.

### ***Article 32: Warranty***

32.1 This warranty shall remain valid for three (3) years after provisional acceptance.

32.6 The Contractor warranty of all proposed equipment inclusive of all components, power supplies, cables and related modules must remain valid for 36 months starting from Provisional Acceptance (“Warranty Period”). This warranty must include parts and labour. All costs related to repairs or replacements falling under warranty must be solely borne by the contractor and must be completed by not later than five (5) working days starting from notification by the CA.

The Contractor must guarantee the availability of spare parts for a period of at least 5 years after the end of the warranty period.

### ***Article 33: After-Sales Service***

33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 3 years. The contractor should provide different levels of support and cater for high priority, medium priority and low priority faults including the respective SLA.

The contractor shall also provide and secure the provision of reliable and regular after sales service for a period of three (3) years after Provisional Acceptance.

- 1<sup>st</sup> level support shall be available 24 hours a day, 365 days per year for the duration of the contract

- The contractor must maintain a local office, company, subcontractor or agent, for the after sale support services for the duration of the contract. The term ‘local’ means within the Maltese Islands.
- Service level agreements and support levels will be as per the following table

| Defect Priority | Description                                                                                                                                                                                       | Maximum Response Time                                                                                   | Maximum Resolution Time                                                            |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| P1              | Showstopper defect. Critical issues that result in disruption of the whole infrastructure or that have a critical impact on the effective running of the operation.                               | 1 hour from the time that the incident is raised by the client (including weekends and public holidays) | 12 Hours (including weekends and public holidays) from the raising of the incident |
| P2              | System errors that result in only a module or portion of the infrastructure not being able to work properly, or that have a moderate impact of the effective running of the whole infrastructure. | 2 hour from the time that the incident is raised by the client (including weekends and public holidays) | 48 Hours (including weekends and public holidays) from the raising of the incident |
| P3              | System errors that result in only a minor impact of the effective running of the infrastructure, and for which work around solutions exist.                                                       | 1 day from the time that the incident is raised by the client (excluding weekends and public holidays)  | 10 days from the raising of the incident                                           |

Unless otherwise agreed between the parties, the following penalties for those incidents that are solely the responsibility of the supplier will apply:

- P1: A penalty of 5% of the monthly service maintenance and support costs for every hour beyond the maximum defect resolution Time
- P2: A penalty of 5% of the monthly service maintenance and support costs for every day [24 hours] beyond the maximum defect resolution Time
- P3: A penalty of 5% of the monthly service maintenance and support costs for every week [7 days] beyond the maximum defect resolution Time

The Contractor shall provide the following;

3 Year Manufacturer backed Warranty which includes:

Enhanced Warranty to provide local spares for proposed infrastructure, with a six hour call to repair time, backed up by the manufacturer.

Warranty services should provide a defective media retention service backed up by the manufacturer i.e. if a disk fails and needs replacement, the defective disk is not required to be

sent back to the manufacturer

SAN SSDs to carry a three-year warranty offering unconditional replacement in case of drive failure, media wear-out, or both

***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 36: Termination by the Central Government Authority***

- 36.1 As per General Conditions

***Article 41: Dispute Settlement by Litigation***

- 41.1 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.

**Article 45: Intellectual and Industrial Property Rights**

- 45.1** All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority.  
The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.
- 45.2** The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

**45.3** Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it deems fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

## SECTION 4 – TECHNICAL SPECIFICATIONS <sup>(Note 3)</sup>

**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.**

**This form is to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. Bidders are to state the brands and models of the solution being offered in response to the specifications requested under Section 4 – Technical Specifications. The Brands and Models quoted shall not be subject to change. No rectification is allowed.**

**Tenderers are to ensure that the solution being offered is genuine and includes all relevant license costs.**

**Tenderers that fail to complete, duly sign and upload the requested information will be deemed as non-compliant and will not be considered further for final adjudication. The information/technical specifications provided in the below table shall not be subject to rectifications.**

The Malta Gaming Authority requires a new infrastructure of 3 Server nodes and a SAN System at its main offices in Smart City and another 3 Server nodes and a SAN System at the DR Site. Malta Gaming Authority will have all of its core systems set up in a highly available environment so that if a system fails in one location can be up and running in the secondary location.

A further breakdown of the full required infrastructure can be found in the table below.

For each item offered, the respective supporting documents and printed manufacturer's technical literature shall be submitted (if and when requested) by the bidder as per the form marked "Literature".

The setup will be based on a stretched VMware cluster across the two sites. A VMware vCenter Server Appliance in each site will be configured in HA mode as per VMware best practices. MGA will provide repurposed servers to hold any Witness roles required by VMware and/or the SAN Storage provider (required for SAN based replication). The solution will be adopting the uniform host access configuration model. For SAN based replication Synchronous replication is required and it is assuming to be delivered over Fiber Channel (FC) due to the short distance between Data Centers. Dedicated FC ports for Sync replication should be provided on each SAN.

All products carrying the ENERGY STAR label will be deemed to comply. 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.

| <b>Hardware Specifications</b> |                                     |                 |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                               |                                                                              |
|--------------------------------|-------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Item reference</b>          | <b>Description of required item</b> | <b>Quantity</b> | <b>Minimum Specifications – Better / Equal to the below</b>                                                                                                                                                                                                                                                                                                                                        | <b>Reference in the technical literature where this is being stated/shown (if applicable)</b> | <b>Offer’s specifications are to be provided in the space provided below</b> |
| <b>1.0</b>                     | <b>Server Nodes</b>                 | <b>6</b>        | <b>2u Rackmounts Servers (Per Node)</b>                                                                                                                                                                                                                                                                                                                                                            |                                                                                               |                                                                              |
| 1.1                            | CPU (Per node)                      | 2               | 14-core/2.6Ghz per CPU                                                                                                                                                                                                                                                                                                                                                                             |                                                                                               |                                                                              |
| 1.2                            | RAM (Per Node)                      | 8               | 256GB - DDR4 – 32GB RAM modules.                                                                                                                                                                                                                                                                                                                                                                   |                                                                                               |                                                                              |
| 1.3                            | HDD (Per Node)                      | 2               | 480GB SSD Per HDD                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                               |                                                                              |
| 1.4                            | PSU (Per Node)                      | 2               | Redundant Hot Swappable                                                                                                                                                                                                                                                                                                                                                                            |                                                                                               |                                                                              |
| 1.5                            | Redundant Fans (Per Node)           | N/A             | Hot-plug Redundant Fans                                                                                                                                                                                                                                                                                                                                                                            |                                                                                               |                                                                              |
| 1.6                            | Raid Controller (Per Node)          | 1               | 8 internal Lanes, 2GB Flash-Backed Write Cache (FBWC), 12GB SAS, supports RAID 0, 1, 5, 6, 10, 50, 60                                                                                                                                                                                                                                                                                              |                                                                                               |                                                                              |
| 1.7                            | Ethernet Ports (Per Node)           | 4               | 1GB Ports (Or Equivalent)                                                                                                                                                                                                                                                                                                                                                                          |                                                                                               |                                                                              |
| 1.8                            | Ethernet Ports (Per Node)           | 2               | 10GBaseT adapter, 20Gbps full duplex per port. It should support enterprise class features such as VLAN tagging, adaptive interrupt coalescing, MSI-X, NIC teaming (bonding), Tunneling offloads (NVGRE, VxLAN), Receive Side Scaling (RSS), jumbo frames, PXE boot) and virtualization features including SR-IOV, Network Partitioning (NPAR), VMware NetQueue and Microsoft VMQ. (Or Equivalent) |                                                                                               |                                                                              |
| 1.9                            | Fiber Channel Ports (Per Node)      | 2               | 2-port minimum 8GB fiber Channel adapter – Certified for Windows Server 2012R2/2016, VMware ESX/ESXi 6.0/6.5, RHEL 6.x/7.x. Qty 2 8GB FC SFPs transceivers to                                                                                                                                                                                                                                      |                                                                                               |                                                                              |

|            |                                   |               |                                                                                                                                                                                                                                                                                                                                                                              |  |  |
|------------|-----------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|            |                                   |               | be included. (Or Equivalent)                                                                                                                                                                                                                                                                                                                                                 |  |  |
| 1.10       | Server Management Port (Per Node) | 1             | Hardware based NIC with Remote console enabled and activated                                                                                                                                                                                                                                                                                                                 |  |  |
| 1.11       | Rail Kit (Per Node)               | 1             | 2U Rackmount Server, Rail Kit with Cable Management Arm                                                                                                                                                                                                                                                                                                                      |  |  |
|            |                                   |               |                                                                                                                                                                                                                                                                                                                                                                              |  |  |
| <b>2.0</b> | <b>SAN System</b>                 | <b>2</b>      | <b>1 Storage System per Location 4U</b>                                                                                                                                                                                                                                                                                                                                      |  |  |
| 2.1        | Storage Processors per Node       | 2             | Must provide Redundancy and no Single Point of Failure within Storage System.                                                                                                                                                                                                                                                                                                |  |  |
| 2.2        | CPU ( per system )                | 2             | 6-core not less than 1.6GHz                                                                                                                                                                                                                                                                                                                                                  |  |  |
| 2.3        | RAID Options                      | NA            | 1+0,5,6                                                                                                                                                                                                                                                                                                                                                                      |  |  |
| 2.4        | Storage Capacity (Per Location)   | 20TB (Usable) | Proposed SAN must have minimum of 48 Disk Drive slots in a 4U Form. Supports a mix of SAS, SATA, SSD and Flash drives in same storage system. Storage must be able to be set up into Tiers, Containing a Tier per Mixture of drives.<br>Total Provided storage must be provided with combination of SSD and SAS Drives.<br>Minimum 10% Usable Capacity provided by SSD Tier. |  |  |
| 2.5        | Cache                             | 2             | Minimum 40GB Onboard Cache per array<br>Must provide ability to use SSD drives as additional Cache. Minimum 400GB Usable must be provided.                                                                                                                                                                                                                                   |  |  |
| 2.6        | PSU ( Per Node )                  | 2             | Each Power supply must supply power to the entire node if the other PSU is faulty or removed.                                                                                                                                                                                                                                                                                |  |  |
| 2.7        | FC Ports ( Per Node )             | 4             | Upgradeable to 12-ports                                                                                                                                                                                                                                                                                                                                                      |  |  |
|            |                                   |               |                                                                                                                                                                                                                                                                                                                                                                              |  |  |
| <b>3.0</b> | <b>Replication Solution</b>       | <b>1</b>      |                                                                                                                                                                                                                                                                                                                                                                              |  |  |

|            |                             |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
|------------|-----------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 3.1        |                             |          | <ul style="list-style-type: none"> <li>• Must support both Synchronous and Asynchronous Replication between sites.</li> <li>• Must provide redundant physical appliances</li> <li>• Must Support vSphere 5.x and later</li> <li>• Must provide WAN optimization compression and deduplication features.</li> <li>• Must provide replication at vSphere VM level granularity.</li> <li>• Must support Active – Active configuration with Synchronous Replication at real time.</li> <li>• Solution must allow seamless failover and failback of VMs between sites.</li> <li>• Must support VMWare vSphere Metro Storage Cluster (vMSC) support across two storage arrays.</li> <li>• Must Support Microsoft Cluster Shared Volumes (CSV) support across two storage arrays.</li> <li>• Must support connection of different storage arrays from various vendors to the replication solution and allow replication between these arrays, both locally within the same data center and in different locations.</li> </ul> |  |  |
| <b>4.0</b> | <b>Fiber Channel Switch</b> | <b>4</b> | <b>2U Per 2 Switch in each Location</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
| 4.1        | Entry Level FC Switch       |          | <ul style="list-style-type: none"> <li>• Entry Level Fiber Channel Switch in 1U height Dimension.</li> <li>• Minimum 8-port Active and installed with Fiber Channel SFPs included.</li> <li>• Option to upgrade to 24 ports.</li> <li>• Integrated single power supply.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
| 4.2        | Rack Mount ( Per Switch )   | 2        | <ul style="list-style-type: none"> <li>• 1U Rack Mountable Rail Kits</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |



|            |                                              |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
|------------|----------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|            |                                              |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| <b>5.0</b> | <b>Distribution Switches</b>                 | <b>4</b> | <b>2U Per 2 Switch in each Location</b>                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |
| 5.1        | Entry Level Distribution Switch              |          | <ul style="list-style-type: none"> <li>• Access Switch in 1U height Dimension.</li> <li>• 100/1000/10,000 Link ports</li> <li>• Minimum 12-port Active and installed with SFPs included.</li> <li>• Supports Virtual Switch/ stack Technology.</li> <li>• Hot Pluggable power supply.</li> <li>• Supports SNMP v1, v2, v3.</li> <li>• Layer 3 routing.</li> <li>• Must not be an end of support device or near its end of support date.</li> </ul> |  |  |
|            |                                              |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| <b>6.0</b> | <b>KVM Switch</b>                            | <b>2</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| 6.1        | KVM Switch Inc. Monitor, Keyboard and Mouse. |          | <ul style="list-style-type: none"> <li>• USB Keyboard and mouse connector.</li> <li>• Rack Mountable.</li> <li>• Minimum 17" Monitor.</li> <li>• Must meet the latest ENERGY STAR standards for energy performance.</li> </ul>                                                                                                                                                                                                                     |  |  |
|            |                                              |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| <b>7.0</b> | <b>Vmware Licenses</b>                       | <b>1</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| 7.1        | Management                                   | N/A      | VMware vSphere 6 Enterprise Plus Accelerations Kit                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|            | Hypervisor                                   | N/A      | vSphere Enterprise Plus 1 Processor                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |

## After sales

The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 3 years. The contractor should provide different levels of support and cater for high priority, medium priority and low priority faults including the respective SLA.

The contractor shall also provide and secure the provision of reliable and regular after sales service for a period of three (3) years after Provisional Acceptance.

- 1<sup>st</sup> level support shall be available 24 hours a day, 365 days per year for the duration of the contract
- The contractor must maintain a local office, company, subcontractor or agent, for the after sale support services for the duration of the contract. The term ‘local’ means within the Maltese Islands.
- Service level agreements and support levels will be as per the following table

| Defect Priority | Description                                                                                                                                                                                       | Maximum Response Time                                                                                   | Maximum Resolution Time                                                            |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| P1              | Show stopper defect. Critical issues that result in disruption of the whole infrastructure or that have a critical impact on the effective running of the operation.                              | 1 hour from the time that the incident is raised by the client (including weekends and public holidays) | 12 Hours (including weekends and public holidays) from the raising of the incident |
| P2              | System errors that result in only a module or portion of the infrastructure not being able to work properly, or that have a moderate impact of the effective running of the whole infrastructure. | 2 hour from the time that the incident is raised by the client (including weekends and public holidays) | 48 Hours (including weekends and public holidays) from the raising of the incident |
| P3              | System errors that result in only a minor impact of the                                                                                                                                           | 1 day from the time that the                                                                            | 10 days from the raising of the                                                    |

|  |                                                                                     |                                                                           |          |
|--|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------|
|  | effective running of the infrastructure, and for which work around solutions exist. | incident is raised by the client (excluding weekends and public holidays) | incident |
|--|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------|

Unless otherwise agreed between the parties, the following penalties for those incidents that are solely the responsibility of the supplier will apply:

- P1: A penalty of 5% of the monthly service maintenance and support costs for every hour beyond the maximum defect resolution Time
- P2: A penalty of 5% of the monthly service maintenance and support costs for every day [24 hours] beyond the maximum defect resolution Time
- P3: A penalty of 5% of the monthly service maintenance and support costs for every week [7 days] beyond the maximum defect resolution Time

The Contractor shall provide the following;

3 Year Manufacturer backed Warranty which includes:

Enhanced Warranty to provide local spares for proposed infrastructure, with a six hour call to repair time, backed up by the manufacturer.

Warranty services should provide a defective media retention service backed up by the manufacturer i.e. if a disk fails and needs replacement, the defective disk is not required to be sent back to the manufacturer

SAN SSDs to carry a three-year warranty offering unconditional replacement in case of drive failure, media wear-out, or both

| <b>Other Required Specifications</b>                            |                                                                                                                             |                                                                                               |                                                                                                |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Item reference in Section 4 - the Specifications Section</b> | <b>Description</b>                                                                                                          | <b>Reference in the technical literature where this is being stated/shown (if applicable)</b> | <b>Offer's specifications are to be inserted next to each item in the space provided below</b> |
| 1.0                                                             | All items included in points 1, 2 and 3 as listed in the Technical specifications should be offered from same manufacturer. |                                                                                               |                                                                                                |

## SECTION 5 – SUPPLEMENTARY DOCUMENTATION

### *5.1 – Draft Contract Form*

### *5.2 – Glossary*

### *5.3 – Specimen Performance Guarantee*

### *5.4 – Specimen Tender Guarantee (Bid Bond) – where applicable*

### *5.5 – Specimen Pre-Financing Guarantee – where applicable*

### *5.6 – Specimen Retention Guarantee – where applicable*

These are available to view and download from the ‘Resources Section’ at: [www.etenders.gov.mt](http://www.etenders.gov.mt).

In this same section, it is also possible to download a copy of the *European Single Procurement Document (ESPD)*.

### *5.7 – General Conditions of Contract*

The full set of General Conditions for Works Contracts (Version 2.3), for Supplies Contracts (Version 2.3) and for Services Contracts (Version 2.3) can be viewed/downloaded from the ‘Resources Section’ at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

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.