

IMPORTANT NOTE

Submission of e-Tenders

Tenders 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 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 e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to 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.



REFERENCE NUMBER: MGA/01/2018

TENDER FOR THE SUPPLY & DELIVERY OF 55 ENERGY EFFICIENT LAPTOPS


Date Published: 10th April 2018

Deadline for Submission: 30th April 2018 at 11:00am CET

Tender Opening: 30th April 2018 at 11:30am CET

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.



Malta Gaming Authority
Building SCM 02-03, Level 4,
SmartCity Malta,
Ricasoli SCM1001,
Malta
Tel: +356 2546 9000
Email: info.mga@mga.org.mt

Table of Contents

Table of Contents	3
SECTION 1 - INSTRUCTIONS TO TENDERERS	5
1. General Instructions	5
2. Timetable.....	6
3. Lots.....	6
4. Variant Solutions	6
5. Financing	7
6. Clarification Meeting/Site Visit/Workshop	7
7. Selection and Award Requirements.....	7
8. Tender Guarantee (Bid Bond)	9
9. Criteria for Award.....	9
SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....	10
SECTION 3 - SPECIAL CONDITIONS.....	12
Article 2: Law Applicable.....	12
Article 4: Communications	12
Article 7: Supply of Documents.....	12
Article 8: Assistance with Local Regulations	12
Article 9: The Contractor's Obligations	12
Article 10: Origin	13
Article 11: Performance Guarantee.....	13
Article 12: Insurance	13
Article 13: Performance Programme (Timetable)	13
Article 14: Contractor's Drawings/Diagrams	13
Article 15: Tender Prices.....	13
Article 16: Tax and Customs Arrangements	13
Article 17: Patents and Licences	14
Article 18: Commencement Order	14
Article 19: Period of Execution of Tasks	14
Article 22: Modification to the Contract	14
Article 25: Inspection and Testing	14
Article 26: Methods of Payment.....	14
Article 28: Delayed Payments	15
Article 29: Delivery.....	15
Article 31: Provisional Acceptance.....	15
Article 32: Warranty	15
Article 33: After-Sales Service.....	16
Article 35: Breach of Contract.....	16
Article 41: Dispute Settlement by Litigation	16
SECTION 4 - TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE (Note 3)	17
TECHNICAL OFFER (Note 3)	17
LIST OF RECOMMENDED SPARE PARTS/CONSUMABLES/ACCESSORIES	Error! Bookmark
not defined.	
AFTER SALES SERVICES PROPOSAL	Error! Bookmark not defined.
MAINTENANCE PROPOSAL.....	Error! Bookmark not defined.
Key Experts ^(Note 2A)	19
DECLARATION FORM.....	20
STATEMENT ON EXCLUSIVITY AND AVAILABILITY	21
SECTION 5 - SUPPLEMENTARY DOCUMENTATION.....	22
5.1 - Draft Contract Form	22

5.2 - Glossary.....	22
5.3 - Specimen Performance Guarantee	22
5.4 - General Conditions of Contract	22
Financial Offer	23
Breakdown of Costs	23

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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 General Rules Governing Tenders, 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 in respect of the procurement documents; 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 e-tenders 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 <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 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 tender is the supply and delivery of 55 energy efficient laptops. Specific details can be found in Section 4 - Technical Specifications of this tender document.
- 1.3 The place of acceptance of the laptops shall be the Malta Gaming Authority Building SCM 02-03 Level 4 SmartCity Malta, the time-limits for the delivery of the contract shall be not more than 9 weeks, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a unit-price
- 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

|                                                                                                                                                                                                                     | DATE                        | TIME      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------|
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                      | Refer to 6.2                | -         |
| Deadline for request for any additional information from the Contracting Authority<br><br>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> | 20 <sup>th</sup> April 2018 | 23.00 hrs |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                                | 25 <sup>th</sup> April 2018 | 16.00 hrs |
| Deadline for Submission of Tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                  | 30 <sup>th</sup> April 2018 | 11.00 hrs |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                              | 30 <sup>th</sup> April 2018 | 11.30 hrs |
| * All times Central European Time (CET)/Central European Summer Time (CEST) as applicable                                                                                                                           |                             |           |

## 3. Lots

- 3.1 This tender is not divided into lots. Tenderers may submit a tender for one lot only.
- 3.2 The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible.

## 4. Variant Solutions

- 4.1 Variant solutions cannot be applied for departmental tenders.

## **5. Financing**

- 5.1 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) 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)).
- (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). (Note 2A)
- (v) Data on Joint Venture/Consortium (if applicable). (Note 2A)

**(B) Exclusion and Selection Criteria** (Note 2A)

- (i) Declaration concerning exclusion grounds including blacklisting (as per tender structure)
- (ii) Declaration concerning Selection Criteria:
  - a) As per Selection Criteria Declaration Form.
  - b) A list of the key experts and other staff proposed as per Form marked Key Experts. Key Experts should include an IT technician and should provide IT qualifications of employees to show their competency in hardware replacements.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

**(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.
- (ii) All Laptops must meet the latest ENERGY STAR standards for energy performance.
- (ii) The Tender must confirm availability of compatible batteries and power supplies and of the keyboard and its parts shall be guaranteed for at least 3 years from the time that the production ceases.
- (ii) **Literature** as per Form marked 'Literature List' is 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.**

**(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 3-year spare parts/after-sales services/maintenance as applicable]. <sup>(Note 3)</sup>

- (ii) A filled-in Financial Bid Form (as per financial bid form attached to this tender document).

**Notes to Clause 7:**

1. *Not applicable for departmental tenders.*
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)**

- 8.1 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 (9) 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 All communications in writing should be addressed to:  
IT Department  
Malta Gaming Authority  
Building SCM 02-03, Level 4,  
SmartCity Malta, Ricasoli SCM1001, Malta  
Email : 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*

- 9.6 As per General Conditions and Section 4: Terms of Reference of this tender document.

**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, and 10% where the amount of the total contract value is €500,000 or above.

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 The Performance guarantee will be released as follows:

- 80% shall be released within 30 days from Provisional Acceptance.
- 20% shall be released within 30 days of the Final Acceptance Certificate (after the elapse of 3-year warranty).

**Article 12: Insurance**

12.1 As per general conditions

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

13.1 The requested Laptops should reach the Malta Gaming Authority by not later than nine weeks from 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 All laptops should have pre-installed, Microsoft Windows 10 Professional Edition 64bit.

**Article 18: Commencement Order**

- 18.1 On the signing of contract.

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

- 19.1 The Contractor is expected to start fulfilling the contract obligations upon last signature of the contract. Further to the provisions of the General Conditions, the period of execution of the contract shall be of 3 years.  
The Contracting Authority reserves the right to cancel the contract should the selected economic operator fails to provide the products within six weeks from date of order or fails to provide the requested support.

**Article 22: Modification to the Contract**

- 22.1 *As per General Conditions*

**Article 24: Quality of Supplies**

- 24.2 Laptops supplied shall be tested for technical and software verifications. Should the Malta Gaming Authority find that any laptop is not fully compliant, they shall be returned to the 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) The Contracting Authorities' project manager shall certify correct the invoice after all testing has been carried out and as per tender specifications.

**Article 26: Methods of Payment**

- 26.1 Payments will be made in Euro.

Payments shall be authorized by the Malta Gaming Authority

**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.

All equipment supplied shall be new, original and delivered together with manuals in English.

The Contractor acknowledges that the cost of delivering, installations and commissioning of the equipment is included in the unit price of the equipment.

The Contractor shall ensure that the Equipment 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

**Article 32: Warranty**

- 32.1 This warranty shall remain valid for three (3) years from date of delivery. This shall also cover spare parts and labour.
- 32.2 The Contractor warrants that:
- i. The Equipment is genuine, new, unused and of the most recent models;
  - ii. Deliveries will be made in accordance to dates set in this tender document;
  - iii. The services will be performed in a competent manner.
  - iv. It is formally authorized by the Manufacturer to provide the equipment and to provide the services on the same equipment to the Malta Gaming Authority pursuant to this tender.

**Article 33: After-Sales Service**

- 33.1 The contractor shall maintain sufficient, reliable, rapid and regular supply of spare parts in stock for all parts and equipment in order to repair faults that may arise on the equipment.

The contractor shall guarantee the availability for all the spare parts for a period of not less than 5 years from the date of successful quality inspection after delivery of all parts and equipment. The Contractor shall also provide documents pertaining to spare parts manufactured or distributed by the Contractor.

- a) It is to be understood that replacement of spare parts shall not release the Contractor from any warranty obligations under the contract.
- b) In the event of termination of production of the spare parts, advance notification is to be given to the Contracting Authority to allow it to procure the parts required and, following such termination, provision is to be given at no cost to the Contracting Authority of drawings, documentation and specifications of the spare parts, if and when requested.

- 33.2 The availability of compatible batteries and power supplies and of the keyboard and its parts shall be guaranteed for at least three (3) years from the time that production ceases.

**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 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/TERMS OF REFERENCE** (Note 3)

### **TECHNICAL OFFER** (Note 3)

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 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 brand and the model of the supplies being offered in response to the specifications requested under Section 4 - Technical Specifications.

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.

For each item offered, the respective supporting documents and printed manufacturer's technical literature are to be submitted by the bidder as per the form marked "Literature".

All products must meet the latest ENERGY STAR standards for energy performance.

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 recognised body demonstrating that the criteria are met will also be accepted.

The laptop model should be a business type model and should meet the specifications below.

### Laptop Quantity = 55 Laptops

| Component     | Specification                                                                                                                                                                                                      |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Processor     | Intel Core i5-8250U @ 3.4Ghz, 6MB                                                                                                                                                                                  |
| Display       | 14" (1920x1080)                                                                                                                                                                                                    |
| Memory        | 8GB                                                                                                                                                                                                                |
| Hard Disk     | 256GB SSD M.2 PCIe                                                                                                                                                                                                 |
| Keyboard      | Fully Backlit. Spill-Resistant                                                                                                                                                                                     |
| Wireless      | Intel Dual Band Wireless-AC 8265                                                                                                                                                                                   |
| Graphics Card | Intel UHD Graphics                                                                                                                                                                                                 |
| Camera        | HD720p, incl. physical camera shutter                                                                                                                                                                              |
| Multi-Touch   | Yes                                                                                                                                                                                                                |
| Ports         | 2 x USB 3.1, 1 x USB 3.1 Type-C Gen 1, USB 3.1 Type-C Gen 2 / Thunderbolt 3, HDMI 1.4b, Ethernet (RJ-45), Nano-SIM card slot (WWAN models), headphone / microphone combo jack, 4-in-1 reader (MMC, SD, SDHC, SDXC) |
| Power Adapter | 65W USB-C                                                                                                                                                                                                          |
| Weight        | 1.32Kg                                                                                                                                                                                                             |
| Battery       | Li-Ion 57Wh, Supports Rapid Charge                                                                                                                                                                                 |
| Chassis       | Black                                                                                                                                                                                                              |
| OS            | Windows 10 Pro 64                                                                                                                                                                                                  |
| TPM           | dTPM 2.0 TCG Certified                                                                                                                                                                                             |
| Environment   | ENERGY STAR Compliant, RoHS-Compliant                                                                                                                                                                              |
| Certification | Mil-Spec test military certification                                                                                                                                                                               |
| Warranty      | 3 Years Parts + Labour                                                                                                                                                                                             |
| SLA           | 48 Hours                                                                                                                                                                                                           |

**Key Experts**<sup>(Note 2A)</sup>

The tenderers are to substantiate their claims in respect to the staff proposed by submitting CVs of Key Experts. Key Experts shall also submit a filled-in Statement of Exclusivity and Availability and a Self-declaration form (as per specimen), or as otherwise indicated by Contracting Authority.

| Key Expert | Name of Expert | Nationality | Age | Experience | Educational Background | Languages and Degree of Fluency (VG; G; W) |
|------------|----------------|-------------|-----|------------|------------------------|--------------------------------------------|
|            |                |             |     |            |                        |                                            |
|            |                |             |     |            |                        |                                            |
|            |                |             |     |            |                        |                                            |
|            |                |             |     |            |                        |                                            |
|            |                |             |     |            |                        |                                            |
|            |                |             |     |            |                        |                                            |

**DECLARATION FORM**

**TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT/PERSONNEL WHO IS EMPLOYED WITH THE PUBLIC ADMINISTRATION**

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare that I do not have any Conflict of Interest as defined in the Public Administration Act, Chapter 497 of the Laws of Malta - First Schedule, Code of Ethics, Article 5.

I also declare that, I am not engaged in another project or in a position which may give rise to a possible private or personal interest sufficient to influence or appear to influence the objective exercise of my duties as public employee.

By making this declaration, I understand that as a public employee I shall avoid any financial or other interest or undertaking, which could directly or indirectly compromise the performance of my duties as public employee.

I am fully aware that the onus to disclose any possible conflict of interest lies solely on me and I shall be responsible to disclose any foreseen conflict of interest to my seniors/head of organization within one week from when the need arises as well as inform the Contractor accordingly.

Furthermore, I confirm that I shall also abide by the provisions laid down in Article 21 - Ethics Clauses of the General Rules Governing Tendering version 2.1.

**Name of Key Expert:** .....

**Signature:** .....

**Date:** .....

**STATEMENT ON EXCLUSIVITY AND AVAILABILITY**

**TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED**

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare my exclusivity and availability in the above-mentioned tender procedure in case of award. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

| From                           | To                           |
|--------------------------------|------------------------------|
| .....<br>< start of period 1 > | .....<br>< end of period 1 > |
| .....<br>< start of period 2 > | .....<br>< end of period 2 > |
| < etc >                        | < etc >                      |

I confirm that during the above period(s) I am not engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this tender.

Furthermore, should this tenderer be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Key Expert: .....

Signature: .....

Name of Tenderer: .....

Date: .....

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

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

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 2.2), for Supplies Contracts (Version 2.2) and for Services Contracts (Version 2.2) 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.

## Financial Offer

### Breakdown of Costs

**Tender**

**Title** Tender for the supply & delivery of energy efficient laptop

**Reference**

**Number** MGA/01/2018

**Lot**

**Number** .....

| Item No | Description                                                                                                                                                   | Quantity | Unit Cost including Taxes/Charges, other Duties & Discounts <u>but</u> Exclusive of VAT (Delivered Duty Paid - DDP)<br>€ | Total including Taxes/Charges, other Duties & Discounts <u>but</u> Exclusive of VAT (Delivered Duty Paid - DDP)<br>€ |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 1       | Laptop as per Technical Specifications of the tender document                                                                                                 | 55       |                                                                                                                          |                                                                                                                      |
|         |                                                                                                                                                               |          |                                                                                                                          |                                                                                                                      |
|         | CARRIED FORWARD TO FINANCIAL SECTION OF ONLINE TENDER RESPONSE FORMAT                                                                                         |          |                                                                                                                          |                                                                                                                      |
|         | N.B. ALL COSTS SHOULD BE INCLUSIVE OF 3 GRAND TOTAL INCLUDING TAXES/CHARGES, OTHER DUTIES & DISCOUNTS <u>BUT</u> EXCLUSIVE OF VAT (DELIVERED DUTY PAID - DDP) |          |                                                                                                                          |                                                                                                                      |

**N.B** *Three decimal points do not exist as currency; therefore, such offers cannot be accepted. Offers are to be submitted up to two decimal points.*