LED Monitors and Video Wall Display

INVITATION TO TENDER

Ref No. 05/16
Date of Publication: Tuesday, 16 February 2016
Closing Date: Monday, 22 February 2016
# TABLE OF CONTENTS

## 01 Introduction
- **01.1** Scope of Tender
- **01.2** Time-table
- **01.3** Participation
- **01.4** Joint Venture or Consortium
- **01.5** Sub-Contracting
- **01.6** Language
- **01.7** Additional information before the deadline for Submission of Tenders
- **01.8** Alteration or Withdrawal of Tenders
- **01.9** Validity of Tenders
- **01.10** Tender Guarantee (Bid Bond)
- **01.11** Opening of Tenders
- **01.12** Evaluation and Adjudication of Tenders
- **01.13** Appeals
- **01.14** Contract Signature
- **01.15** Ethics Clauses/Corruptive Practices
- **01.16** Data Protection
- **01.17** Cancellation of the ITT
- **01.18** Costs of Preparing Tenders
- **01.19** Ownership of Documents

## 02 MSE Profile
- **02.1** Background
- **02.2** Financial Markets Act
- **02.3** Corporate Structure & Governance

## 03 Objectives for the ITT
- **03.1** Requirements
- **03.2** Bidder’s Visit
04 Evaluation and Adjudication Process

04.1 The Evaluation Methodology
04.2 Evaluation Criteria
04.3 Award of Contract

05 Response Format

Part 1 – Tender Forms

Document A – Tender Submission Form
Document B – Bidder Information Form
Document C – Declaration on Exclusion Criteria
Document D – Declaration of Interest Form
Document E – Statement of Conditions of Employment

Document 1 – Principal Deliveries during the Past 3 years
Document 2 – Literature Submitted with Tender
Document 3 – After Sales Service Provision
Document 4 – Financial Bid
01 Introduction

01.01 Scope of the Tender

01.01.01 Malta Stock Exchange plc (MSE) wishes to identify Bidders who are interested to

Supply and Install
3 LED Monitors and Video Wall Display

01.01.02 The procedure which will be applied for the award of this ITT is the open procedure in line with the Public Procurement Regulations, 2010. [LN 296 of 2010].

01.02 Timetable

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication of the ITT</td>
<td>Tuesday, 16 February 2016</td>
</tr>
<tr>
<td>Deadline for request for clarifications from MSE</td>
<td>Friday, 19 February 2016</td>
</tr>
<tr>
<td>Deadline for Submission of Tenders</td>
<td>Monday, 22 February 2016 – 1200hrs (CET)</td>
</tr>
<tr>
<td>Contract Signature (Provisional Date)</td>
<td>Friday, 26 February 2016</td>
</tr>
</tbody>
</table>

01.03 Participation

01.03.01 These rules apply to all participants in the ITT, including Bidders, members of a consortium, partners and any sub-suppliers.

01.03.02 Natural persons, companies or undertaking that can meet these requirements and are interested in providing such services are, therefore, to submit their proposal in accordance with this ITT.

01.03.03 Natural persons, companies or undertakings meeting the conditions set out in Article 50 of the Public Procurement Regulations, 2010 are excluded from participation in and the award of contracts. A Bidder/s who has been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.
01.03.04 The Tender shall not be re-assigned to third parties without the prior consent of the MSE.

01.03.05 A soft copy of this ITT may be obtained free of charge from the MSE website: www.borzamalta.com.mt. Alternatively, the Tender Documents may be collected for a fee of fifty euro (€50) from the offices of the MSE.

01.03.06 A non-refundable fee of one hundred Euro (€100) will be charged on submission of the Tender Documents in the Tender Box at the address indicated in Section 01.3.08 below. Payments are to be made payable to the Malta Stock Exchange plc.

01.03.07 All Tender Documents must be submitted in one (1) printed copy marked “Master” and one (1) copy in digital format (PDF) submitted on a write-once-CD or USB. In case of any discrepancies between the digital version and the printed version, the “Master” copy will prevail.

01.03.08 All Tenders must be deposited before the deadline for Submission of Tenders as indicated in the Time Table (Section 01.02) in the Tender Box situated at the MSE Premises, Garrison Chapel, Castille Place, Valletta, Malta.

01.03.09 Late submissions will be rejected and will not be evaluated. No liability can be accepted for late submission.

01.03.10 Tenders submitted by any other means other than indicated above will not be considered.

01.03.11 The cover of the package/envelope should carry the following information only:

(a) the address for submission of Tenders as indicated in Section 01.3.08 above
(b) the reference code of the ITT to which the Bidder is responding (ie. MSE 05/2016)
(c) the words “Not to be opened before the tender-opening session”
(d) the name of the Bidder.

01.03.12 Bidders will be deemed to have satisfied themselves, before submitting their Tender

• as to its completeness and correctness
• to have taken account of all that is required for the full and proper performance of the contract
• to have included all costs in their rates and prices.
01.04 Joint Venture or Consortium

01.04.01 If a Bidder is a joint venture or consortium of two or more persons, the Bidder must submit one Tender in response to this ITT but each person must sign the Tender and will be held jointly and severally liable for the Tender and for any contract subsequently signed in case of award.

01.04.02 The joint venture or consortium members must designate one of their numbers to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing from the MSE.

01.04.03 The Tender may be signed by the representative of the joint venture or consortium only if he has been expressly authorized in writing by the members of the joint venture or consortium.

01.04.04 Each member of a joint venture or consortium must provide the proof required under the Public Procurement Regulations, 2010 as if it, itself, were the Bidder.

01.04.05 The joint venture or consortium must submit the authorizing contract, notarial act or deed to the MSE within thirty (30) days from the date when so requested in writing by the MSE. All signatures to the authorizing instrument must be certified in accordance with the national law and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing in writing that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

01.04.06 The Bidder must designate one spokesperson to be contacted as required by the MSE during the procurement process. Contact details, telephone/fax numbers and e-mail address are to be provided in the Tender Submission Form [Document A in Section 5 of this ITT].
01.05  Sub-contracting

01.05.01  If the Bidder intends to sub-contract one or more parts of the scope of the Tender, this must be clearly stated by the Bidder in the Tender.

01.05.02  The lead Bidder shall carry out the major part of the scope of the Tender itself. The total value of the sub-contracted part must not exceed forty per cent (40%) of the contract value and the sub-contractor must not sub-contract further.

01.05.03  If the sub-contracted part is equal to or exceeds thirty per cent (30%) of the contract value, the Bidder must submit a written statement by the sub-contractor stating its agreement to become a joint signatory to the contract or provide bank guarantees to the satisfaction of the MSE. If the sub-contracted part is less than thirty per cent (30%) of the contract value, the Bidder must furnish a statement guaranteeing that the sub-contractor meets the expected requirements being requested in this ITT.

01.05.04  Each subcontractor must provide the Bidder Information Form [Document B in Section 5 of this ITT] as if it, itself, were the Bidder.

01.05.05  Each sub-contractor must provide the proof required under the Public Procurement Regulations, 2010, as if it, itself, were the Bidder.

01.05.06  The Bidder shall not propose any changes to the submitted list of sub-contractors following the deadline for submission of Tenders.

01.06  Language

01.06.01  The tender process will be conducted in English and all documentation, software applications and correspondence will be in English only.

01.06.02  All products and services, including all documentation, communication and correspondence being offered and which will be provided as a result of the award of this ITT, are to be in Maltese or English only, unless expressly stated otherwise in this ITT.
01.07  **Additional Information before the deadline for Submission of Tenders**

01.07.01 Bidders shall promptly notify the MSE of any ambiguity and/or discrepancy between any of the appendices in this ITT which may be discovered upon examination of this ITT.

01.07.02 Bidders may submit queries or questions in writing concerning this ITT to the following address up to three (3) days before the deadline for submission of tenders, specifying the publication reference and the ITT title to:

Malta Stock Exchange plc
Garrison Chapel
Castille Place
Valletta VLT 1063
Malta

E-mail:  tenders@borzamalta.com.mt

Any request after this date will not be accepted.

01.07.03 Any interpretations, corrections or changes to the ITT by MSE will be notified through the MSE website. It is the responsibility of Bidders to visit this website and be aware of the latest information published on the MSE website prior to submitting the Tender. Interpretations, corrections or changes made in any other manner will not be valid and Bidders shall not rely upon such interpretations, corrections and changes.

01.07.04 Any prospective Bidder seeking to solicit any individual with the MSE and/or the Government of Malta concerning this ITT may be excluded from participating in the procurement procedure. The prospective Bidder will be liable for any damages incurred by the MSE directly arising from the actions of such prospective Bidder.

01.07.05 Any clarifications in response to written requests will be addressed and published at the latest three (3) days before the deadline for submission of tenders. No further clarifications will be given after this date.
01.08 Alteration or Withdrawal of Tenders

01.08.01 Bidders may alter or withdraw their tenders, if already submitted and deposited in the Tender Box as set out in Section 01.03.08 above, by written notification prior to the deadline for submission of tenders. No Tender may be altered after this deadline.

01.08.02 Any such notification of alteration or withdrawals shall be prepared and submitted in accordance with the process set out in Section 01.03.08 above. The outer cover of the package/envelope and the notification and all documentation therein) must be marked “Alteration” together with the relevant Package number or “Withdrawal” as appropriate.

01.08.03 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the Tender validity period.

01.09 Validity of Tenders

01.09.01 Tenderers are bound by their Tender for the number of days after the deadline for the submission of tenders as stipulated in the Submission Form (Document A in Section 5 of this ITT). In exceptional cases, before the period of validity expires, the MSE may ask Bidders in writing to extend the period for a specific number of days.

01.10 Tender Guarantee (Bid Bond)

01.10.01 No bid bond is requested for this Tender.

01.11 Opening of Tenders

01.11.01 The Tenders will be opened during the public session as stated hereunder for an initial examination of Tenders for the purpose of checking that the Tenders include the all the Tender Submission Forms and documentation and the non-refundable fee as mandated in this ITT and that the documents have been properly signed and are generally in order.

01.11.02 The Tenders will be opened in public session on the date set for the Deadline for the Submission of Tenders as indicated in the Timetable set out in Section 1.2 above at Garrison Chapel, Castille Place, Valletta, VLT 1063, Malta.

01.11.03 Following the opening of the Tenders, the Bidders’ names, any written notifications of modification and withdrawal, and such other information as the MSE may consider appropriate will be published on the MSE’s website.
01.11.04 After the public opening of the Tenders, no information relating to the examination, clarification, evaluation and comparison of Tenders, or recommendations concerning the award of the contract shall be disclosed.

01.12 Evaluation and Adjudication of Tenders

01.12.01 The Tenders shall be evaluated and adjudicated in accordance with the Evaluation and Adjudication process set out in Section 4 of this ITT.

01.12.02 The entire evaluation procedure is confidential. The Evaluation Committee’s decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

01.12.03 The evaluation reports and written records shall not be communicated to the Bidders or to any party.

01.13 Appeals

01.13.01 An Appeals procedure as provided for in Regulation 21 of the Public Contracts Regulations, 2010 shall apply.

01.13.02 Where the estimated value of the public contract exceeds €12,000 but not €47,000 and is issued by a Local Council or by an authority listed in Schedule 2 of the Regulations any interested economic operator shall have a right to make a complaint to the General Contracts Committee in accordance with the procedure laid down in these Regulations.

01.13.03 The MSE shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises indicating the awarded public contract, the financial aspect of the award and the name of the successful Bidder.

01.13.04 Any interested economic operator who may be aggrieved by the award shall, within five (5) working days from the publication of the notice, file a letter of objection, together with a deposit of €400, with the contracting authority, clearly setting forth any reason for his complaint. The letter by the complaining Bidder shall be affixed on the notice board of the MSE and shall be brought to the attention of the recommended Bidder. The MSE shall be precluded from concluding the contract during the period allowed for the submission of appeals. The award process shall be completely suspended if any appeal is eventually submitted.
After the expiry of the period allowed for the submission of a complaint, the MSE shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Director of Contracts.

The Director of Contracts shall refer the case to the General Contracts Committee which shall examine the matter in a fair and equitable manner and determine the complaint by upholding or rejecting it. The written decision of the General Contracts Committee shall be affixed on the notice board of the MSE and copies thereof shall be forwarded to all the parties involved.

In its deliberation the Committee shall have the authority to obtain in any manner it deems appropriate any other information not already provided by the MSE. The General Contracts Committee’s decision shall be final and binding on the MSE and the interested economic operator who shall not be afforded any further recourse.

The contract is subject to the right of recourse as provided for in Article 21 of the Public Procurement Regulations, 2010 a copy of which is attached.

The Minister shall have the authority to order by legal notice, that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

**Contract Signature**

If no appeal is filed, the MSE will issue a Contract to the recommended Bidder.

The MSE shall only be bound to procure from the recommended Bidder once a Contract for Services is signed by the MSE. No other written or verbal communication indicating such commitment shall be enforceable on the MSE.

A signed Contract does not in any way imply that the holder is an exclusive supplier to the MSE of the products or services listed within it, neither does it restrict in any way the MSE to procure the same or similar products and services whatsoever from other suppliers.

**Ethics Clauses/Corruptive Practices**

Any attempt by a Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the MSE with corrupt practices during the process of examining, clarifying, evaluating and adjudicating Tenders will lead to the rejection of the Tender and may result in administrative penalties. For the purposes of this provision, “corrupt practices” shall include but not be limited to solicitation...
or the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the MSE.

01.15.02 If evidence of corruptive practices is discovered after award of the contract, the MSE shall be entitled to cancel any agreement or contracts with the offending Bidder. The Bidder will also be liable for any damages incurred by the MSE arising from such cancellation.

01.15.03 When submitting a Tender, the Bidder shall declare that he is affected by no potential conflict of interest and has no particular link with other Bidders or parties involved in the project. Should such a situation arise during the performance of the contract, the Bidder must immediately inform the MSE.

01.16 Data Protection

01.16.01 The information collected through this ITT shall be processed in accordance with the Data Protection Act, 2001.

01.17 Cancellation of the ITT

01.17.01 The MSE reserves the right to cancel this ITT without any penalty or cost to it.

01.17.02 In the event of cancellation of the ITT, Bidders will be notified in writing of the cancellation by the MSE. If the ITT is cancelled before the Tenders have been opened, the unopened and sealed Tenders will be returned to the Bidders.

01.17.03 In no event shall the MSE be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of the ITT even if the MSE has been advised of the possibility of damages.

01.18 Costs for Preparing Tenders

01.18.01 No costs incurred by the Bidder throughout the whole tendering process, including but not limited to the preparation and submission of the Tender shall be reimbursable. All such costs shall be borne by the Bidder.


01.19 Ownership of Documents

01.19.01 All documentation and information provided by the MSE to the Bidder in connection with this ITT is the property of the MSE and may not be used for any purpose other than for submitting a Tender.

01.19.02 The MSE retains possession of all Tenders received. Bidders have no right to have their Tenders returned to them unless they inform the MSE prior to the closing date for submission of Tenders that they were withdrawing their Tender. The contents of the Tender will be considered as confidential and intended solely for the use of the MSE.
02  MSE Profile

02.01  Background

The MSE was set up in terms of the Malta Stock Exchange Act (Cap. 345 of the Laws of Malta) on 13 November 1990 as “…..a body corporate with a distinct legal personality ....”.

The MSE was set up with the main objective to develop the capital market in Malta by facilitating the mobilization of savings into productive investment through the primary market as well as to facilitate trading of listed securities through the provision of a secondary market.

02.02  Financial Markets Act

The Financial Markets Act [FMA] was enacted on 1 October 2002 which replaced the Malta Stock Exchange Act.

Amendments to the FMA came into force on 1 November 2007, principally to provide for the transposition of the Markets in Financial Instruments Directive and the Transparency Directive. Other new provisions included in the FMA provided for a new corporate structure for the MSE whereby the MSE would be transformed from a corporate entity set up under a specific law to a company set up under the Companies Act which would succeed to all the functions, responsibilities, operations, assets and liabilities of the corporate entity.

02.03  Corporate Structure & Governance

In 2007 the MSE underwent a complete corporate restructuring, changing from a public entity with the status of a recognized investment exchange set up under the FMA, to group of companies set up under the Companies Act [Cap. 280 of the Laws of Malta].

The current structure provides for a group of companies composed of MSE (Holdings) Ltd, (a holding company wholly owned by Government) and two subsidiary companies. The Holding Company acquired the lease agreement in force between the MSE and the Government with regards to the property used as the premises of the MSE. The Holding Company also holds 100% shareholding in the two subsidiary companies, Malta Stock Exchange plc and CSD (Malta) plc.

The Board has adopted a strategy which while continuing to support the domestic market, also focuses on the expansion of the MSE’s international business and developing new service aimed at both domestic and international customers. In particular, the strategy leverages on the Exchanges existent international relationships and the connectivity afforded by its trading and post-trading infrastructures, to provide a whole range of cost-effective and efficient services giving simple and secure access to the marketplace.

Further information may be obtained from www.borzamalta.com.mt.
03  Objectives of the ITT

03.01  Requirements

The MSE is seeking to acquire and have installed 3 LED Monitors and Video Wall Display to be situated in the Reception area at the Malta Stock Exchange premises in Valletta:

03.01.01  General Requirements

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Delivery</strong></td>
<td>Up to three (3) weeks from signing of contract</td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td>Minimum: Two (2) years</td>
</tr>
<tr>
<td><strong>After Sales Service</strong></td>
<td>Details as requested in Document 3</td>
</tr>
</tbody>
</table>

03.01.02  Specifications

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Monitors for Video Wall</td>
</tr>
<tr>
<td>47” Super Narrow Bezel Monitors</td>
</tr>
<tr>
<td>Professional 24/7 monitors</td>
</tr>
<tr>
<td>Lighter and Thinner Cabinets</td>
</tr>
<tr>
<td>High Brightness uniformity 450 cd/m2</td>
</tr>
<tr>
<td>Aspect Ratio 16:9</td>
</tr>
<tr>
<td>Viewing angle 178º</td>
</tr>
<tr>
<td>Resolution per monitor 1920 x 1080</td>
</tr>
<tr>
<td>Dimension per screen 1044mm x 590mm</td>
</tr>
<tr>
<td>HDMI/DVI inputs, including Matrix Box and Control Interface</td>
</tr>
<tr>
<td>Lifetime 50,000 hours</td>
</tr>
<tr>
<td>compatible with 3x3 video wall.</td>
</tr>
<tr>
<td>Options of using the complete screen for one single content or splitting the video wall in regions with different content</td>
</tr>
<tr>
<td>Compatible with Video Controller and stand mount</td>
</tr>
<tr>
<td><strong>2</strong> Screen for the balcony</td>
</tr>
<tr>
<td>LED SMD pitch 6mm Panel SMD 3in1 RGB</td>
</tr>
<tr>
<td>Communication through DVI – Power Supply 230 A/C</td>
</tr>
<tr>
<td>PCB Dimensions 192mm x 96mm – 64 dots x 32 dots</td>
</tr>
<tr>
<td>Dimensions 1,96m (W) x 0,96m (H)</td>
</tr>
<tr>
<td>Brightness 2000 Nits (Optimal for indoor installations in bright environments)</td>
</tr>
<tr>
<td>Viewing Angle 140º - Viewing distance 80 meters plus</td>
</tr>
<tr>
<td>Refresh Rate 2000 Hz</td>
</tr>
<tr>
<td>Black Finished Custom-Made cabinets</td>
</tr>
<tr>
<td>Options of using the complete screen for one single content or splitting the video wall in regions with different content Compatible with Video Controller</td>
</tr>
</tbody>
</table>
03.02 Bidder’s Visit

Bidders may request to visit the site prior to submitting the Tender. Bidders are to contact the Exchange in line with the procedures and timeframes indicated in Clause 1.07.02.

04 Evaluation and Adjudication Process

04.01 Evaluation Methodology

The Bidder should bear in mind that under this mode of procurement the Bidder will be submitting its best and final offer within the submitted Tender. Therefore, Bidders are requested to:

(a) ensure that when submitting their Tender they provide all the information being requested including all pertinent literature, certificates and the other requirements indicated in this ITT; and

(b) provide a complete and comprehensive response to this ITT in order to enable the MSE to assess the Bidder’s qualities and capabilities in terms of the provision of the required services.

The detailed composition of the Tender is provided in Section 5. Bidders are advised that failure to provide any of the information requested, or submission of incorrect information, may invalidate their submission. Any decision in this regard shall fall under the responsibility of the MSE and such decisions shall be considered final.

The following stages provide a high-level overview of the evaluation process which will be carried out by the MSE.

Stage 1

The submitted Bids are opened and checked to ensure that valid Tender Forms [Documents A to D], the non-refundable submission fee and any other document (Technical Specifications and Documents 1 – 4) as mandated in this ITT (Section 5) have been submitted.

Submissions that do not meet these requirements will not be considered further.
Stage 2

A detailed assessment of the submissions received is carried out according to the Evaluation Criteria as specified below.

In the interests of transparency and equal treatment and without being able to modify the Tenders, Bidders may be required, at the sole written request of the MSE, to provide clarifications to their submissions. Any response to a clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Stage 3

The MSE will publish on its website the name/s of the Bidder/s that has/have been recommended to be awarded the contract.

In line with the Public Procurement Regulations, a period of five (5) working days shall be allowed to provide for any possible appeals to be made before the next process can be proceeded with.

04.02 Evaluation Criteria

The Evaluation Criteria are as follows:

- Technical Compliance
- Financial Evaluation

Verification of Tender Response

The mandate and capability of the Bidder to undertake the necessary commitments may be verified and assessed by the MSE prior to the award of the ITT through any one or more of the following means:

(a) the MSE may contact the references indicated by the Bidder in the tender response; and
(b) the MSE may request to conduct interviews with the Bidder or any of his resources which may be involved in connection with this ITT

Any expenses incurred to perform the above shall be borne solely by the Bidder.
04.03 Award of Contract

The sole award criterion will be the price. The Contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

The MSE may, at its own discretion, decide not to select any submission or not to award any contract, even the most advantageous one.

The notification of the recommended Bidder implies that the validity of all the Tenders submitted is extended for a period of sixty (60) days from the date of notification of the recommended Bidder/s.
05. **Response Format**

The Tender submission *(Single-Envelope Format)* shall, therefore, include:

(a) A non-refundable fee as specified in Section 01.3.6. above
(b) Document A: Tender Submission Form
(c) Document B: Bidder Information Form
(d) Document C: Declaration on Exclusion Criteria
(e) Document D: Declaration of Interest Form
(f) Document E: Statement of Conditions of Employment
(g) Proposal regarding service provision
(h) Document 1 – Principal Deliveries during the past Three Years
(i) Document 2 – Literature Submitted with Tender
(j) Document 3 – After Sales Services Proposal
(k) Document 4 – Financial Bid

The Bidder’s claims for the delivery and performance of the services must be substantiated. Bidders shall submit with their Tenders full supporting and labeled documentation of the services they include in their Tender.

**Bidders should also clearly state any assumptions being made with regards to the provision of the services and the submission of the price.**

The Bidder must disclose any limitations on the provision of the service requested in this ITT.

The Tender shall be submitted using the format detailed in Part I and Part II attached.

Where the provision of the service required is to be made through an Insurance Broker, the above mentioned forms (Part 1) are to be completed also in respect of the broker concerned.

Furthermore, in such cases, proof that the broker is acting on behalf of the Insurance Firm/s indicated in the relevant submission.
Ref: MSE : 05/2016

Contract Title: LED Monitors and Video Wall Display

**One signed original** of this Tender Submission Form must be supplied with the Tender. In the case of inconsistencies between this Tender Submission Form and the Tender, this Tender Submission Form shall prevail.

1. **Submitted By**

<table>
<thead>
<tr>
<th>Name/s and address/es of legal entity or entities submitting this Tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader*</td>
</tr>
<tr>
<td>Partner*</td>
</tr>
</tbody>
</table>

*Add or delete additional lines for consortium partners as appropriate. Note that a sub-contractor is not considered to be a consortium partner. If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as “Leader” and all other lines should be deleted.

2. **Contact Person for this Tender**

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
3. **Declaration(s)**

I, the undersigned, being the authorized signatory of the above Tender (including all consortium partners, in the case of a consortium), hereby declare that:

01. With reference to the Invitation to Tender having reference number MSE 05/2016 published by the MSE on the ………………………and to the terms and conditions therein mentioned and those thereto attached, I/WE ……………………….. Offer to provide supplies and/or services as directed by the MSE with all charges paid including customs, import duty, levy, VAT, ECO Contribution and any other charges, and insured against all risks.

02. I/WE further offer to undertake to perform the above within …………………. (period to be stated by Tenderer) from the date of receipt of the letter of acceptance of my/our tender.

03. I/WE undertake that this tender shall not be retracted or withdrawn for a period of six (6) calendar month/s from the date of expiration of the period fixed for the closing date of tender submissions, inclusively, but shall remain binding.

Signature ……………………………………………

VAT Registration No ……………………………

Date of Registration ……………………………

Address……………………………………………………………………………………………

Date …………………………………..   Tel no. …………………………………………….
Document B – Bidder Information Form

In the case of a consortium, the Bidder is required:

(a) to complete this form for each member in the consortium
(b) to specify the leader with authority to bind the consortium
(c) to declare that all members of the consortium are jointly and severally liable in regard to the Tender and to the contract.

The Bidder is requested to complete the Form for every sub-contractor that the Bidder intends to engage in the provision of the services.

<table>
<thead>
<tr>
<th>Role of the Company in the Tender</th>
<th>Lead Bidder</th>
<th>Member of the Consortium</th>
<th>Sub-Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Role of the Company in the Tender</td>
<td>Lead Bidder</td>
<td>Member of the Consortium</td>
<td>Sub-Contractor</td>
</tr>
<tr>
<td>2. Registered Name of Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Registered Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Date Company was founded</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Company Registration Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. VAT Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Local Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Telephone Number/s</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Fax Number/s</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Website address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Contact person for this Tender</td>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Banker’s Name and Address</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 13. | Company Profile  
(Origins and formation, including whether the company is owned by a parent company or whether it has a partner company) |
| 14. | Company Ownership (Private, Public, Subsidiary, Holding, etc) |
| 15. | State if company is listed on a Stock Exchange and if yes, provide details including web address. |
| 16. | Main business Activities |
| 17. | Supply copy of the Organisation Structure |
| 18. | Personnel Turnover Rate |
Document C – Declaration on Exclusion Criteria

This declaration, duly completed, must be submitted by the Bidder, including each member of the consortium/joint venture and returned with the Tender.

The successful Bidder may be requested by the MSE to submit signed certification from the competent authorities that none of the following cases applies to the Bidder and, where applicable, confirm the same for each member of the joint venture or consortium and/or sub-contractor. Bidders should be guided by the information published by the European Commission specifying the competent authorities within each Member State which can certify whether a Bidder is in line with the exclusion criteria set out in Regulation 49 and available through the following link:


Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

1. The Bidder is bankrupt or is being wound up; or whose affairs are being administered by the court, who has entered into arrangements with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national law and regulations.

   [YES]   [NO]

2. The Bidder is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court for an arrangement with creditors or of any other similar proceedings under national laws or regulations.

   [YES]   [NO]

3. The Bidder has been convicted of an offence concerning professional conduct by a judgement which had the force of res judicata in accordance with the laws of Malta.

   [YES]   [NO]

4. The Bidder has been declared guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate.

   [YES]   [NO]
5. The Bidder has not fulfilled the obligations relating to the payment of social security contributions in accordance with the laws of Malta or the country in which he is established.

[YES] [NO]

6. The Bidder has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is established.

[YES] [NO]

7. The Bidder is guilty of serious misrepresentation in supplying the information required under the Public Contracts Regulations or has not supplied such information.

[YES] [NO]

8. The Bidder is the subject of conviction by final judgment for one or more reasons listed below:

(a) participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA
(b) corruption as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively
(c) fraud within the meaning of Article 1 of the Convention relating to the protection the financial interests of the European communities

[YES] [NO]

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Bidders who have been guilty of making false declarations will incur financial penalties representing 10% of the total value of the contract being awarded. The rate may increase to 20% in the event of a repeat offence within five years of the first infringement.

SIGNATURE: __________________________

NAME OF BIDDER: __________________________

DATE: __________________________
DECLARATION OF INTEREST FORM

Name ........................................

Position .................................

Have you, or anyone in your immediate or extended family, any financial or other interest in the capital market or central securities depository which may constitute a real, potential or apparent conflict of interest?

Please tick [YES] [NO]

If yes, Specify Relation: ...................................................................................................................

Have you had, during the past 4 years, any employment or other professional relationship with any organisation that is a capital market or a central securities depository?

Please tick [YES] [NO]

If you answered Yes, to either question, please give details in the box below.

<table>
<thead>
<tr>
<th>Type of interest, eg. Shares, directorship, employment, association, consultancy services</th>
<th>Name of commercial entity</th>
<th>Belongs to you, your family or work unit?</th>
<th>Current interest? Or year that interest ceased</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Is there anything else that could affect, or be perceived to affect, your objectivity or independence in carrying out your duties in relation to this task commissioned by the MSE?

........................................................................................................................................................................

........................................................................................................................................................................

I hereby declare that the disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to inform you of any change in these circumstances.

Signature ........................................ Date ........................................
Document E - Statement on Conditions of Employment

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .................................................................

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

Date: .................................................................
**Document 1 - Principal Deliveries during the past three years**

<table>
<thead>
<tr>
<th>Description of Supplies</th>
<th>Total Value of Supplies</th>
<th>Date of Delivery</th>
<th>Client*/Contracting Authority*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* In so listing the end clients, I am giving my consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the supplies provided to them.

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference in Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature: .................................................................

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

Date: .................................................................
Document C – After-Sales Services Proposal

Please describe in detail the After-Sales Services Proposal

No information of a financial nature is to be submitted with this Form. Such information is to be included in the Financial Offer.

Signature: ..............................................................................................................

Date: .........................................................................................................................
### Breakdown of Costs

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost including VAT, Duties &amp; Other Taxes/Charges (Delivered Duty Paid-DDP)</th>
<th>Total including VAT, Duties &amp; Other Taxes/Charges (Delivered Duty Paid-DDP)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**After-Sales Service** (Lump Sum)

---

**GRAND TOTAL INCLUDING VAT, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)**

---

Signature: ..........................................................

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

Date: .................................................................  Breakdown of Costs

Tender Title: [..........................................................]
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost including VAT, Duties &amp; Other Taxes/Charges (Delivered Duty Paid-DDP)</th>
<th>Total including VAT, Duties &amp; Other Taxes/Charges (Delivered Duty Paid-DDP)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*After-Sales Service* (Lump Sum)

GRAND TOTAL INCLUDING VAT, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)

Signature: .................................................................

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

Date: .................................................................