



**Secretariat for
Catholic Education**

REFERENCE NUMBER: SfCE 002/2020:

TENDER FOR LAPTOP DEVICES FOR EMPLOYEES IN CHURCH SCHOOLS

Date Published: 12 November 2020

Deadline for Submission: 14 December 2020 at 09:30am CET

Tender Opening: 14 December 2020 At 10:30am CET



This project may be part financed by the EUROPEAN UNION.

Bid Bond requirements for this tender: *No bid bond is required*

Secretariat for Catholic Education

16, The Mall
Floriana FRN 1472
+356 27790060
tenders.schools@maltadiocese.org

Table of Contents

Table of Contents	2
SECTION 1 - INSTRUCTIONS TO TENDERERS	3
1. General Instructions	3
2. Timetable.....	6
3. Lots.....	6
6. Clarification Meeting/Site Visit/Workshop	6
7. Selection and Award Requirements.....	6
9. Criteria for Award.....	9
SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....	10
SECTION 3 - SPECIAL CONDITIONS.....	12
SECTION 4 - SPECIFICATIONS/TERMS OF REFERENCE (Note 3)	20
SECTION 5 - SUPPLEMENTARY DOCUMENTATION	23
5.1 - Draft Contract Form	23
5.2 - Glossary.....	23
5.3 - Specimen Performance Guarantee	23
5.4 - General Conditions of Contract	23

~~~~~

# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 1. General Instructions

1.1

In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Secretariat for Catholic Education (SfCE), 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 for NGOs Version 1.0.

**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 offer in a SEALED ENVELOP by depositing it in the tender box, located at the Secretariat for Catholic Education, 16 the Mall, Floriana FRN 1472. The offices are open from Monday to Friday from 08:00 to 15:00.**

**Tenderers must submit one original tender offer as well as a soft copy on a USB flash drive. It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenderers take full responsible to submit their offer by the set tender submission deadline.**

The TENDERER will bear all costs associated with the preparation and submission of the tender. The Secretariat for Catholic Education (SfCE) will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

The SfCE reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The SfCE reserves the right to initiate a new invitation to tender and the right to accept or reject offers for one or more lots and/or service level agreement and insurance.

The SfCE may cancel the tender process where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In the event of a tender procedure's cancellation, TENDERERS will be notified by the SfCE. In no circumstances will the SfCE be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the SfCE has been advised of the possibility of damages. The publication of a contract notice does not commit the SfCE to implement the project or works announced.

The SfCE retains ownership of all tenders received and TENDERERS have no right to request their tenders returned to them.

### 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 of Laptop Devices for Employees in Church Schools covering the following:
- the supply of 1,523 laptops plus provisional quantities amounting to 255 laptops, as indicated in the the Financial Form
  - including five (5) years warranty;
  - five (5) year Service Level Agreement; and
  - five (5) years Accidental Damage Insurance Policy to replace the current out-of-warranty Laptop devices.

The amount of laptops and corresponding SLA and Insurance specified above shall be procured and delivered within six (6) months from the date of the Commencement Notice as set in Article 18 of the Special Conditions. SfCE shall issue various administrative orders.

- 1.3 The place of acceptance of the services and supplies is Malta and Gozo and shall be as specified in the Administrative Order issued by the Secretariat for Catholic Education (SfCE), which administrative order shall be issued within fifteen (15) days from the Commencement Notice as set in Article 18 of the Special Conditions, the time-limits for the execution of the contract shall be: 6 months for the supply and commissioning of 1,523 laptops from the Commencement Notice. The provisional quantities which amount to a total of 255 (estimated at circa 51 per annual for additional staff and replacement) will be utilised on a needs basis and will be requested via an Administrative Order within 5 years from the Commencement Notice. Each laptop must be covered by a five (5) year warranty, five (5) years insurance from and a five (5) years Service Level Agreement from the date of commissioning, and the INCOTERM2010 applicable shall be Delivery Duty Paid (DDP).

The supply and requested services as per tender requirements are requested for the following schools in Malta and Gozo.

***List of Schools Malta (in alphabetical order)***

|                                                      |                                      |
|------------------------------------------------------|--------------------------------------|
| Archbishop's Seminary (Junior, Senior)               | Rabat                                |
| De La Salle College (Junior, Senior, Sixth Form)     | Birgu                                |
| Immaculate Conception School (Senior)                | Tarxien                              |
| Our Lady Immaculate (Junior, Senior)                 | Hamrun                               |
| Sacred Heart College (Junior, Senior)                | St Julians                           |
| Secretariat for Catholic Education                   | Floriana                             |
| St Albert The Great College (Kinder, Junior, Senior) | Fgura and Valetta                    |
| St Aloysius College (Kindergarten, Junior)           | Balzan                               |
| St Aloysius College (Senior, Sixth Form)             | B'Kara                               |
| St Angela School (Kindergarten)                      | Including Lija, Pieta, Rabat, Żabbar |
| St Augustine College (Junior, Senior)                | Including Marsa, Pieta               |
| St Benild School (Junior)                            | Sliema                               |
| St Dominic Savio College (Senior)                    | Dingli                               |
| St Dorothy's School (Kindergarten, Junior)           | Sliema                               |
| St Dorothy's School (Kindergarten, Junior, Senior)   | Żebbug                               |
| St Elias College (Senior)                            | Sta Venera                           |
| St Francis School (Kindergarten, Junior)             | B'Kara                               |
| St Francis School (Primary)                          | Cospicua                             |
| St Francis School (Primary)                          | Msida                                |
| St Francis School (Kinder)                           | San Ġwann                            |
| St Francis School (Secondary)                        | Sliema                               |

|                                                        |               |
|--------------------------------------------------------|---------------|
| St Francis School (Kindergarten)                       | Santa Luċija  |
| St Joan Antide College (Kindergarten, Junior)          | Gudja         |
| St Joseph Blata L-Bajda (Kindergarten, Junior, Senior) | Blata l-Bajda |
| St Joseph School (Kindergarten, Junior, Senior)        | Paola         |
| St Joseph School (Kindergarten, Junior, Senior)        | Sliema        |
| St Michael School (Senior)                             | Santa Venera  |
| St Monica School (Junior, Senior)                      | B'Kara        |
| St Monica School (Kindergarten, Junior, Senior)        | Gżira         |
| St Monica School (Kindergarten, Junior)                | Mosta         |
| St Paul's Missionary College (Junior, Senior)          | Rabat         |
| Stella Maris College (Junior, Senior)                  | Gżira         |
| Theresa Nuzzo School (Kindergarten)                    | Hamrun        |
| Theresa Nuzzo School (Junior)                          | Marsa         |

*List of Schools Gozo (in alphabetical order):*

|                                                      |            |
|------------------------------------------------------|------------|
| Laura Vicuna, Ghasri (Kindergarten, Junior)          | Għasri     |
| Sacred Heart Seminary (Senior)                       | Victoria   |
| St Francis School, Victoria (Kindergarten, Junior)   | Victoria   |
| St Theresa School (Kindergarten, Junior)             | Ta` Kerċem |
| St Francis School (Kindergarten)                     | Nadur      |
| Bishop's Conservatory (Kindergarten, Junior, Senior) | Victoria   |

- 1.4 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €1,055,600. excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. **However**, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

- 1.5 This is a unit price for supplies contracts.
- 1.6 This call for tenders is being issued under an open procedure.
- 1.7 The beneficiary of this tender is the *Secretariat for Catholic Education and the Church Schools in Malta and Gozo*.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DATE                           | TIME         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                                                                                                                                                                                                                                                                                | N/A                            | N/A          |
| Deadline for request for any additional information from SfCE<br><br>Clarification requests should be addressed to: SfCE's e-mail address                                                                                                                                                                                                                                                                                                             | 27 <sup>th</sup> November 2020 | 17.00hrs CET |
| Last date on which additional information can be issued by SfCE                                                                                                                                                                                                                                                                                                                                                                                       | 4 <sup>th</sup> December 2020  | 20.00hrs CET |
| Deadline for submission of tenders                                                                                                                                                                                                                                                                                                                                                                                                                    | 14 <sup>th</sup> December 2020 | 09.30hrs CET |
| Tender opening session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs). Due to the Covid-19 Pandemic the general public will not be allowed to attend physically for the Tender Opening Session. Tenderers are to leave their email address when submitting the tender and a TEAMS invitation will be sent to the bidders to connect should they wish to witness the tender opening session. | 14 <sup>th</sup> December 2020 | 10.30hrs CET |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                                                                                                                                                                                                                                                                                                           |                                |              |

## 3. Lots

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

## 4. Variant Solutions

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

## 5. Financing

- 5.1 The project is financed from the Government of Malta.  
5.2 The Contracting Authority of this tender is the *Secretariat for Catholic Education*

## 6. Clarification Meeting/Site Visit/Workshop

- 6.1 No clarification meeting is planned. Meetings between economic operators and SfCE, other than that provided in this clause during the tendering period are not permitted.

## 7. Selection and Award Requirements

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

## (A) Eligibility Criteria

- (i) No bid bond is required. (Note 1)
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment.
- (iv) Power of Attorney (if applicable) (Note 2A)
- (v) Declaration that following signature of contract by the successful bidder, evidence will be provided in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable). (Note 2A)
- (vi) Information re Joint Venture/Consortium (Note 2A)

## (B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following:

- (i) European Single Procurement Document (Note 2A)
  - (a) Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator.
  - (b) Part II A Reference 2A.14 till 2A.16.6 need only be filled in if the procurement is Reserved. (Note 2A) (Not applicable for this tender)
  - (c) Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. **Furthermore in the case of a Joint Venture/Consortium or group of economic operators the tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.** (Note 2A)
  - (d) Part II A Reference 2A.18 need only be filled where the tender is divided into lots. (Note 2A) (Not applicable for this tender)
  - (e) Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). (Note 2A)
  - (f) Economic Operators must declare that they meet the minimum criteria established hereunder by filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. (Note 2A)

## Selection Criteria requirements are to be completed by the Economic Operator by providing information addressing the following requirements: (Note 2A)

- a) Suitability (Note 2A) - Not Applicable
- b) Financial and Economic Standing (Note 2A)

General yearly turnover: As a minimum requirement, Bidder must have:  
A General yearly turnover of more than € 1,000,000.

- c) Technical and Professional Ability (Note 2A)

Technical Facilities and Measures for Ensuring Quality:

- (i) As a minimum requirement, Bidder must have for Malta & Gozo:

- o Distribution Desk - Opening Hours & Accessible to All.
- o Service Desk including Call Centre - Opening Hours & Accessible to All.
- o Authorised Seller & Authorised Service Centre.

Sub-Contracting Proportion;

(ii) Sub-contracting:

Provide data concerning subcontractors and the percentage of works to be subcontracted to be submitted in the offer provided. This information shall be included in the ESPD in Question Reference number 4C.10 under the Technical and Professional Ability Section.  
(Note 2A)

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

It is being understood that if the information being requested above (question 4C.10 in the ESPD) is left empty, this will be assumed that no sub-contracting will take place (0% subcontracting).

d) Quality Assurance Schemes and Environmental Management Standards<sup>(Note 2A)</sup>

- Not Applicable

### (C) Technical Specifications

(i) Tenderer's Technical Offer <sup>(Note 3)</sup>

Failure to submit the technical offer shall render the offer non-compliant.

(ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage.

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 i.e. documentation. <sup>(Note 2B)</sup>

(iii) Samples - Not Applicable.

### (D) Financial Offer

(i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer;<sup>(Note 3)</sup>

(ii) A financial offer is to be submitted by filling in Financial Bid Form, and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2010</sup> (Grand Total)** for the supplies tendered. [inclusive of spare parts/after-sales services/maintenance/training as applicable] <sup>(Note 3)</sup>

#### Notes to Clause 7:

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

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

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

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

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

8.1 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 X of the Public Procurement Regulations

270. 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 Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO 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 NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO 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 Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

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 or the Special Contracts Committee shall be made public by affixing it to the notice-board of the same NGO 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 NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO 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 it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to

- it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
  - (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
  - (g) 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 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.
  - (h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
  - (i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## 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 and Language of the Contract

- 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) Clarifications issued during the Tender Process;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the financial bid form (after arithmetical corrections);
  - (g) the tender declarations in the Tender Offer;
  - (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 Further to what is stated in the General Conditions, any communication following award of contract communication shall be with:

Address:

Secretariat for Catholic Education,  
16, The Mall  
Floriana FRN1070  
Malta

Delegate for Catholic Education

[tenders.schools@maltadiocese.org](mailto:tenders.schools@maltadiocese.org)

### Article 7: Supply of Documents

- 7.4 Any documents requiring Contracting Authority approval must be addressed to the Project Leader or the delegated representative and submitted via the e-mail. Such documents shall be endorsed by the project leader or the delegated representative.

### Article 8: Assistance with Local Regulations

- 8.3 Not Applicable.

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

- 9.6 Sub-Article 9.6 is not applicable for Malta Funds.
- 9.7 The contractor shall furnish the Contracting Authority with a list of all equipment received at his/her warehouse which must include the serial number of Laptop device as per template provided by the Contracting Authority. The contractor must refer and fill in the form marked 'form' for commissioning.
- 9.8 The contractor shall furnish the Contracting Authority a list of all the laptops commissioned. The list will include the model name and serial number of the laptop and the name, surname, ID card no and school of each educator to whom the laptop had been given. This shall be done within the first five working days of the following month. The Contracting Authority will verify the veracity of each list within 15 working days. In case of a discrepancy the contractor and contracting authority will be seek to resolve the difference otherwise the contractor will bear the full cost.
- 9.9 The contractor shall furnish the Contracting Authority a list of all the laptops repaired or replaced. The list will include the model name and serial number of the laptop and the name, surname, ID card no and school of the educator whose laptop was repaired or replaced, the nature of the damage or repair and the dates when the repair/replacement took place. This shall be done within the first five working days of the following month. The Contracting Authority will verify the veracity of each list within 15 working days. In case of a discrepancy the contractor and contracting authority will be seek to resolve the difference otherwise the contractor will bear the full cost.

## **Article 10: Origin**

Not Applicable.

## **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 Secretariat for Catholic Education 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 10% of the total contract value. Economic operators have the possibility to provide the NGO with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority as specified in the Tender Form.
- 11.3 The performance guarantee shall be in the format provided with the Tender Documents and shall be provided in the form of a bank guarantee.
- 11.7 The Performance Guarantee shall be released as follows:
- (i) A 80% of the performance guarantee within 30 days of the issue of the provisional acceptance certificate for the supply and services required for the 1,523 laptops.
  - (ii) 3% of the performance guarantee will be released per annum (up to a maximum of 5 years) within 30 days of the issue of the provisional acceptance certificate for the supply and services required for the provisional quantities.
  - (iii) 2.5% will be released within 30 days of the Final Acceptance Certificate as per Article 31 covering the supplies and services required for the 1,523 laptops.
  - (iv) The remaining balance of the 2.5% within 30 days of the Final Acceptance Certificate as per Article 31.

## Article 12: Insurance

The laptop device as listed in Section 4 of this contract shall possess an Accidental Damage Insurance Policy. The Accidental Damage Insurance Policy shall cover the laptop device if it experiences operational or structural failures / damages that impact the Laptop device for a period of five (5) years from date of commissioning. This Insurance must include parts & labour. The contractor shall handle the disputes from beginning to end.

Scope of Service - As a minimum, the Insurance shall repair or replace the Product if it experiences operational or structural failures that impact the Product's functionality resulting under normal operating conditions and handling due to:

- liquid spills,
- unintentional bumps or drops,
- an electrical surge,
- screen failure, or
- mechanical breakdown.

Coverage Period - The period of service shall begin on date of commissioning for a maximum of five (5) years.

Repairs - in case of an accidental damage that result in a repair. The contractor warrants that the replacement component parts are new and genuine. The services will be performed in a workmanlike manner.

Replacement - In case of a full replacement of the Laptop device. The Contractor warrants that the replacement is genuine, new, unused and of the most recent models in line with the Minimum Specifications as listed in Section 4 of this contract at no additional cost.

Termination Period - The accidental insurance policy of every laptop shall be terminated if a one (1) full replacement of the laptop device is taken.

Covered Product Features - As a minimum, the Insurance shall cover Product components installed in the Device at time of Purchase, including the internal central processing unit, integrated Solid State Drive, integrated keyboard, integrated pointing device, integrated display screen, motherboard and the laptop chassis.

The contractor must set up a fully-fledged Service Centre in Malta and services in Gozo. The Service Centre shall be opened from Monday to Friday from 9:00 am till 17:00 pm and Saturdays from 9:00 am till 14:00. The building should be accessible to all.

The contractor shall effect the repair or the replacement as per the fix time (referred to in Section 4 - Service Level Agreement) includes the time during which the repair is being performed and the actual notification to the client that the problem has been resolved.

If the incident cannot be solved within the fix time, the contractor must provide a workaround or a replacement. The workaround should be without degradation to the use of the equipment. The Fix time is halted if an appropriate and acceptable workaround is provided to the users of the equipment.

Any replacement equipment provided by the contractor shall at all times adhere to the technical specifications set out in section 4 - Technical Specifications of this contract.

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

13.1 Further to clause 13.1 and clause 19.1 of these special conditions, the amount of laptops and the required services are to be provided in line with the provisions set of Article 1.2 and 1.3 of the Instructions to Tenderers.

13.2 Not applicable.

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

14.1 Not Applicable

14.7 Not Applicable

### **Article 15: Tender Prices**

15.1 As per General Conditions.

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

16.1 As per General Conditions.

16.2 As per General Conditions.

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

17.1 As per General Conditions

### **Article 18: Commencement Order**

18.1 The date of commencement shall be issued within 15 days from the date of the last signature of the contract by both parties.

The place of acceptance of the services and supplies is Malta and Gozo and shall be as specified in the Administrative Order issued by the Secretariat for Catholic Education (SfCE), which administrative order shall be issued within fifteen (15) days from the Commencement Notice as set in Article 18 of the Special Conditions, the time-limits for the execution of the contract shall be: 6 months for the supply and commissioning of 1,523 laptops from the Commencement Notice. The provisional quantities amount to 255 will be utilised on a needs basis and will be requested via an Administrative Order within 5 years from the Commencement Notice. Each laptop must be covered by a five (5) year warranty, five (5) years insurance from and a five (5) years Service Level Agreement from the date of commissioning, and the INCOTERM2010 applicable shall be Delivery Duty Paid (DDP).

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

19.1 The Contract shall commence from date of the commencement notice which will be issued within 15 days from the Commencement Notice as stipulated in Article 18.1 of these Special Conditions.

The duration of the contract, which is calculated from the Commencement Notice referred to under Article 18 of the Special Conditions, is as follows:

- 6 months for the supply and commissioning of 1,523 laptops to educators;
- Up to 5 years for the supply and commissioning of provisional quantities up to a maximum of 255 laptops which may be required within the 5 years from the commencement notice; and

- For each laptop, five (5) year warranty, five (5) years insurance and a five (5) year Service Level Agreement from the date of commissioning. Any laptops purchased through the provisional item as indicated in the financial form, shall also benefit from a five year warranty, five years insurance and a five year Service Level Agreement from the date of commissioning of the respective laptop.

19.2 As per General Conditions

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

22.1 Subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right to vary the quantities specified for all items. The total value of the supplies may not rise or fall as a result of the modification in the quantities by more than 50% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the modification.

22.11 Repetition of Supplies shall be capped at 50%. This is intended to buy additional laptop devices including SLA, warranty and insurance in the case where there is an increase in educators' capacity building.

22.12 Not Applicable.

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

24.2 Not Applicable.

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

25.2 Not Applicable.

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

26.1 Payments will be made in Euro.  
Payments shall be authorised and paid by the Contracting Authority, that is the Secretariat for Catholic Education.

26.3 As per General Conditions

26.5 Further to the General Conditions, payments shall be made as follows:  
Payment (as per Tender Price) for the Laptop Devices including Hardware, Warranty, Parts and Labor, Service Level Agreement (SLA) and Accidental Damage Insurance Policy for five (5) years.

The contractor shall forward an invoice to SfCE corresponding to the number of laptops supplied and commissioned to the educators.

26.7 Not Applicable

26.9 No revision of Prices

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

28.1 The Contracting Authority shall pay the contractor sums due within thirty (30) 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 to prevent their damage or deterioration in transit to their destination.
- 29.2 Not applicable.
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.
- 29.5 Each educator must be given a statement indicating the following information: name and surname, ID Card No, and School, laptop model; serial number of the laptop and date of provision. and address, email, tel nos, if relevant, website address and opening days and hours of the repair centre.
- 29.6 The contractor must set up a fully-fledged distribution desk in Malta and Gozo and services in Malta and Gozo to cater for the number of employees who will benefit from this project. The distribution desk shall be opened from Monday to Friday from 9:00 am till 19:00 pm and Saturdays from 9:00 am till 14:00. The building should be accessible to all.
- 29.10 The Contracting Authority will send the list of all employees who will be provided with a laptop device to the contractor. The list will include personal details of the Employee and hence must be treated in accordance to GDPR. The employees shall personally pick up the laptops from the contractor's distribution desk.

Once the employee presents his/her ID card in order to pick up the laptop from the contractor's distribution desk, the contractor must switch on the laptop in order to commission the equipment and to certify that the equipment is fully functional and ready for use.

Each Distribution must be accompanied by the form marked as 'laptop distribution and commissioning form' drawn up by the contractor and include all details related to the particular single distribution including the signatures together with a copy of the Accidental Damage Insurance Policy and the Warranty. The Contracting Authority must be continuously updated as need may be but at least every quarter with the progress of the distribution.

## Article 31: Provisional Acceptance

Further to the Articles 31.1 - 31.6 of the General Conditions, a Provisional Acceptance Certificate will be issued by the CA to the Contractor as soon as the 1,523 laptops are provided to the educators. With reference to the possibility of utilizing the provisional quantities of a maximum of 255 laptops as specified in the Financial Plan Form, an annual provisional acceptance will be issued corresponding to the number of laptops provided in the respective year.

## Article 32: Warranty

- 32.1 Further to the General Conditions, the Manufacturer's warranty of the equipment inclusive of all components, power supplies and cables must remain valid for five (5) years starting from the date of commissioning ("Warranty Period"). This warranty must include parts and labor.
- 32.2 The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the Contractor; or
  - b) results from any act or omission of the Contractor during the warranty period; or
  - c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority
- 32.6 The equipment shall carry the standard warranty for equipment provided by the Manufacturer.
- 32.7 The Contractor warrants that:
- a. The equipment is genuine, new, unused and of the most recent models;
  - b. The services will be performed in a workmanlike manner.

The Contractor also warrants that:

- a. It is formally authorized by the Manufacturer to provide the equipment and to provide the services on the equipment to the contracting authority pursuant to this contract;
  - b. All statements and representations made by the contractor are to the best of its knowledge, information and belief, true and accurate and that it will advise the contracting authority of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;
  - c. There is no litigation (whether past or ongoing), actions, suits or proceedings or regulatory investigations pending or, to the contractor's knowledge, threatened against or affecting the contractor before any court or administrative body or arbitration tribunal, nor any contract with a third party, which would prevent the performance of its obligations under this contract;
  - d. As at the date of this contract;
    - i. It has full capacity and authority to enter into and to perform this contract;
    - ii. This contract is executed by a duly authorized representative of the contractor;
    - iii. Once duly executed this contract will constitute its legal, valid and binding obligations.
- 32.8 The contractor must set up a fully-fledged Service Centre in Malta and service in Gozo to effect repairs. The Service Centre shall be opened from Monday to Friday from 9:00am

till 17:00 pm and Saturdays from 9:00 am till 14:00. The building should be accessible to all.

- 32.9 The contractor shall affect the repairs at the workshop. The fix time (referred to in Section 4 - Service Level Agreement) includes the time during which the repair is being performed and the actual notification to the client that the problem has been resolved.
- 32.10 If the incident cannot be solved within the fix time, the contractor must provide a workaround or a replacement. The workaround should be without degradation to the use of the equipment. The Fix time is halted if an appropriate and acceptable workaround is provided to the users of the equipment.
- 32.11 Any equipment provided by the contractor shall at all times adhere to the technical specifications set out in section 4 - Technical Specifications.

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

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of five (5) years as per Service Level Agreement stipulated in Section 4 of this contract. The contractor must provide the same after-sales coverage for any laptops purchased through the provisional items.

### **Article 34: Final Acceptance Certificate**

- 34.1 The Final Acceptance Certificate will be issued when all deliveries and commissioning detailed in Article 29 are completed at the satisfaction of the Contracting Authority and in accordance with the standards and specifications set out in Section 4 of the Contract.

### **Article 35: Breach of Contract**

- 35.3 Without prejudice to the Contracting Authority'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 Contracting Authority's elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

### **Article 37: Termination by the Contractor**

- 37.1 The Contractor may, after giving 14 days' notice to the Secretariat for Catholic Education, terminate the contract if the Contracting Authority:
- a) fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry 60 days from date of invoice.
  - b) consistently fails to meet its obligations after repeated reminders; or
  - c) suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

### **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 - SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

### 4.1 Supply of Laptops

The Contracting Authority is seeking the supply of the supply 1,523 laptops in line with the following minimum technical specifications:

| Reference No. | Item Required                 | Description of item required                                                                                                                                                        |
|---------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1             | Operating System and Software | OS: Windows 10 Professional OEM<br>Drivers: Windows 10, 64bit version                                                                                                               |
| 2             | Processor                     | Core i5 - 8th Generation (minimum) or equivalent (the bidder must provide evidence of the technical equivalence in the absence of certificates of conformity with the standard)     |
| 3             | Graphics                      | Integrated HD Graphics                                                                                                                                                              |
| 4             | RAM                           | 8GB DDR4 single module (upgradable to 16GB)                                                                                                                                         |
| 5             | Internal Storage              | 500GB Solid State Drive (storage must not be soldered)                                                                                                                              |
| 6             | Display                       | 13 inch<br>Minimum Resolution: 1920 x 1080<br>Aspect Ratio: 16:9<br>IPS, Anti-glare<br>Display should open up 180 Degree                                                            |
| 7             | Ports and Connectors          | 3 x USB Type A Ports 3.0<br>OR<br>2 x USB Type A and 1 USB Type C<br><br>1 x HDMI<br>1 x Headphone & Microphone Audio Jack<br>1 x SD Card Reader<br>1 x RJ45 OR USB to RJ45 adapter |
| 8             | Keyboard                      | Built-in QWERTY UK keyboard                                                                                                                                                         |
| 9             | Webcam                        | Integrated widescreen HD (720p) or better                                                                                                                                           |
| 10            | Speakers                      | Built-in speakers.                                                                                                                                                                  |
| 11            | Wireless                      | Wi-Fi standard 802.11ac                                                                                                                                                             |
| 12            | Bluetooth                     | 5.0                                                                                                                                                                                 |
| 13            | Battery                       | 5 hours of continuous use or better                                                                                                                                                 |
| 14            | Power Adapter                 | 3-pin plugs (type G) with trailing cable                                                                                                                                            |
| 15            | Weight                        | 1.8kgs maximum                                                                                                                                                                      |
| 16            | Carry Case                    | Comfortable padded handles and a removable, adjustable strap.                                                                                                                       |
| 17            | Certificates                  | C E Marked<br>ROHS<br>Windows Compatibility                                                                                                                                         |
| 18            | Military Tested               | Mil-STD-810G (A certificate must be provided)                                                                                                                                       |

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

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

All products carrying the EU Ecolabel will be deemed to comply. Other appropriate means of proof will also be accepted.

Laptops must be designed so that the memory is easily accessible and can be changed.

The Contractor must pre-install the Operating System Image of each particular entity (Church school or SfCE) on the laptop devices of each particular entity. For the Operating System Image to be created, the Contractor must provide a laptop as per Section 4 - Minimum Technical Specification to the SfCE and to every Church School.

## 4.2 Service Level Agreement

### 4.2.1 DESCRIPTION OF SERVICES

#### Hardware Support Services

Hardware Repairs, replacements and components replacements of the Laptop Computer must be made to keep the workstation in a good working order. (Refer to "Article 12 Insurance and Article 32 Warranty" of the Special Conditions). The employee will personally hand over the defective Laptop Computer to the contractor's Service Desk. In case where the repair of the laptop will take longer than the specified Fix time, the contractor must provide a temporary replacement. The Service Levels below must be met.

#### i. Standard Service

The Contractor must provide the services with the care, skill and diligence in accordance with best engineering practices, standard and techniques.

#### ii. Parts, Consumables and Independent Maintenance

The Laptop Computer and all its respective components.

#### iii. The Contracting Authority's Responsibilities

The Contracting Authority agrees that the user should:

- a. Notify the Contractor promptly of any faults, abnormal functions and/or accidental damage of the Laptop Computer through the person in charge in every Church School and in SfCE.
- b. Operate, use and generally treat the workstation in a prudent and proper manner.

### 4.2.2 DURATION OF CONTRACT AND RENEWAL

This Service Level Agreement shall come into effect after distribution of the Laptop Computer and shall be valid for five (5) years.

The Contracting Authority reserves the right to renew the Hardware Support Services agreement on a yearly basis after closure of the 5-year Service Level Agreement period.

### 4.2.3 SERVICE LEVELS

Incidents must be reported and logged by the contractor through the Service Management System provided by the contractor once the client hands over the defective Laptop at the contractor's Service desk. The fix time is triggered as soon as the contractor is handed over the laptop. Details such as user information, equipment identifier, reported incident and dates are entered into this system. An acknowledgement use provided to be sent featuring the details of the incident. Such information should be provided to the Contracting Authority as indicated in para 9.9 above

For all Incidents reported, the Equipment has to be fixed or replaced within the respective Fix time in accordance with Table 1 below.

Fix Time is calculated only for Normal Working Hours of the Contractor.

| Service level priority | Response time  | Fix time       |
|------------------------|----------------|----------------|
| 1                      | Not applicable | Not applicable |
| 2                      | Not applicable | Not applicable |
| 3                      | 4 hrs          | 15 hrs         |

90% of all calls assigned to the Contractor during any month must be serviced and subsequently resolved within the Fix Time as defined in the Service Level table above. Should the contractor not comply with this monthly threshold he/she will incur a penalty of €200 for every week of non-compliance.

Where support requires the replacement of the computer storage, the Contractor will be responsible to install the Image within the Service Levels. The recovery of the actual data falls outside the Service Levels.

During the provision of services in Church Schools supplier representative/s shall present valid identification documentation and must abide by SfCE or school/s procedures in place including wearing an identification / guest tag where applicable at all times.

In the event where Supplier needs to access SfCE or school/s information and information resources for the performance of its services, it shall do so in accordance with the instructions submitted by SfCE designated representatives from the SfCE and in conformity to the terms and conditions of this Agreement, in particular with the General Decree On The Protection of Data found at <https://church.mt/files/page/GDPD.15348463124.pdf>, and any misuse or divulgence thereof shall constitute a breach to this agreement without prejudice to any rights of action appertaining to SfCE or school/s exercisable by law."

SfCE or school/s shall, at the request of Supplier, provide staff familiar with SfCE or school/s programs and / or applications, which staff shall fully co-operate with Supplier's personnel in the diagnosis of any malfunction of the equipment. Such requests by Supplier are to be made only when strictly necessary.

All personnel working onsite in schools need to be cleared according to the PROTECTION OF MINORS (REGISTRATION) ACT. It shall be the company's responsibility to revise regularly and keep up to date.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### *5.1 - Draft Contract Form*

### *5.2 - Glossary*

### *5.3 - Specimen Performance Guarantee*

These are available with the documents provided with this tender document.

### *5.4 - General Conditions of Contract*

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) 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.

It is important to note that since this tender is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.