

MFED 746/2021 - Open Call / Negotiated Procedure for the Provision of Cleaning Services in State Schools and Educational Facilities (including Summer) in Malta and Gozo using Environmentally Friendly Products

Part 1 - Eligibility (refer to Clause 5A of the Published Call document) ^(Note 2)

Eligibility and Administrative Information

Tenderer's Declaration - In response to your invitation to tender for this contract, I hereby declare that:

- The tenderer I am representing ("We") has examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarification Notes issued by the Central Government Authority/Contracting Authority) and the General Rules Governing Tenders. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration, deviation or omission shall lead to our offer not being considered any further. We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reservation or restriction, the requirements of this Call for Tenders (CfT).
- We note that we take full responsibility to submit the electronic documentation required well before the tender submission deadline in order to avoid last minute upload restrictions. We agree that the GoM will not be responsible for late submissions due to reasons outside its control, such as internet latency, service unavailability, online payment failure and internet access.
- This tender is valid for a period of 90 days from the final date for submission of tenders. If our tender is accepted, we undertake to provide a performance guarantee of 4 percent (where the amount of the contract is between 10,000 euro and 500,000 euro ex VAT) and 10 percent where the amount of the contract is 500,001 euro or above, of the contract value as required by the General Conditions.

Power of Attorney (If Applicable)

- (In case of a Joint Venture/Consortium/Group of Economic Operators) We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance. We are fully aware that, in the case of a consortium,

the composition of the consortium cannot be modified in the course of the tender procedure.

- If Applicable, kindly attach 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 authorized to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
- If Applicable, kindly attach duly filled in form marked as Power of Attorney (In case of Joint Venture/Consortium/Group of Economic Operators This Form is Mandatory).
- We agree to abide by the ethics clauses of the General Rules Governing Tendering and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisors in the preparation of our tender.
- We will inform the Central Government Authority/Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Union.
- We acknowledge that the Central Government Authority/Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in the Instructions to Tenderers. We understand that such rectification/s must be submitted within five (5) working days, and is free of charge, and that failure to comply shall result in our offer not being considered any further. We acknowledge that the Central Government Authority/Contracting Authority shall forward all communication related to this call for tenders to the user/s within our Organisation that have associated himself/themselves with this call for tenders. In this respect, we confirm that the contact details as detailed in www.etenders.gov.mt are correct. Particularly, the email address provided is active and its inbox constantly monitored.
- In terms of Article 18 of the General Rules Governing Tenders, we note that the Central Government Authority/Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the tender. The right is also reserved to initiate a new

invitation to tender. It will incur no liability towards the Contracting Authority should it do so.

- The provisions of this tender are without prejudice to the obligations of the Central Government Authority/Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority/Contracting Authority, prior to disclosure of any information to a third party in relation any provision of this tender, which has not yet been made public, shall consult the tenderer in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority/Contracting Authority in terms of the Act.
- I, the undersigned, hereby declare that, I shall abide with the requirements of point (e) of the Third Schedule of the Energy Efficiency and Cogeneration Regulations (S.L. 545.16) in that new products purchased partially or wholly for the purpose of providing the service/supply in question, shall comply with the requirements referred to in paragraphs (a) to (d) of the same schedule of these regulations. I declare that if I am the successful bidder, following signature of contract, if and when requested, I shall make available evidence of meeting this requirement. As a minimum, I commit to provide a detailed list of products as a proof that products purchased partially or wholly for the purpose of providing the service/supply in question are in line with the requirements stipulated in Procurement Policy Note #27 issued by the Department of Contracts.

Statement on Conditions of Employment

- It is hereby declared that all employees engaged on this contract shall enjoy working conditions including 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.
- It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.
- The sub-contractor/s agree to all the conditions listed in this statement.
- It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-

employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.

- It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.
- It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
- It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.
- It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.
- It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.
- I agree 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. I/We are aware of, and shall abide with, the Circulars and Guidelines issued by the Department of Contracts, which are available under the Resources Section of www.etenders.gov.mt. 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 the contractor.

Extracts from the Public Procurement Regulations

- I confirm that I am aware of the right of appeal as stipulated in the General Rules Governing Tenders.

Signature