



Employment & Training Corporation
Head Office Hal Far, BBG 3000
Tel: 22201100
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REQUEST FOR QUOTATIONS

SUBJECT: THE SUPPLY AND DELIVERY OF TONERS

QUOTATION NUMBER: ETC/CS/Q/05/16

Participation Fee - Free of Charge

<p>Date Published: 5-02-2016 Closing Date: 19-02-2016 By not later than 10.00am</p>
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QUOTATION NO: ETC/CS/Q/05/16

1. Background Information

The Employment and Training Corporation was established in 1990 by means of the Employment and Training Services Act and currently falls under the portfolio of the Ministry for Education and Employment.

The principal functions of the Corporation are to provide and develop a national public employment service and provide training courses that promote employability within the local labour market. These functions are enshrined in the Corporation's mission statement:

"To provide and ensure equitable access to training programmes and employment opportunities and to contribute towards the social and economic development of the community."

The Corporation's Head Office is at Hal Far. Services to the public are also provided from our Branch in Gozo and our regional job centres in Valletta, Mosta, Qawra, Vittoriosa, Birkirkara, Pembroke and Msida (Supported Employment Services) and any other offsites which may open in the future.

2. Services required for the supply and delivery of toners

The Employment and Training Corporation, Hal Far hereafter referred to as the Contracting Authority, is requesting quotations for the supply and delivery of toners for Brother HL-5350DN.

3. Timetable

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority	12-02-2016	-
Last date on which additional information are issued by the Contracting Authority	15-02-2016	-
Deadline for submission of Quotations / Opening Session	19-02-2016	10:00am

4. Instruction to Bidders

This quotation is not divided into lots and quotations must be for the whole quantities indicated. Quotations will not be accepted for incomplete quantities.

Quotations are to be submitted in a sealed envelope and **submitted** EITHER by recorded delivery (official postal/courier service) OR hand delivered and deposited **in the appropriate Tender Box**, placed at the Corporation's Head Office in Hal Far, Malta.

4.1 The documents to be submitted are the following:

- a. Supplier's Details (**Form A**)
- b. Declaration Form Agreeing with the Terms and Conditions (**Form B**)
- c. Technical Specifications Sheet (**Form C**)
- d. Financial Offer (**Form D**)

- 4.2 The Quotation reference number and the title of the quotation are to be clearly written on the envelope. **No other details are to be written on the envelope.** The envelope should be addressed to:

Tender Box **(ETC/CS/Q/05/16)**
Head Office
Employment and Training Corporation
Head Office, Hal Far BBĠ 3000

The deadline for the submission of quotations is Friday 19th February 2016 by not later than 10:00am.

- 4.3 The price offers should **only** be submitted by using the attached financial offer (**Form D**).
- 4.4 Bidders must quote all components of the price inclusive of taxes, customs and import duties and any discounts, **but exclusive of VAT**. VAT shall be paid in accordance with the applicable VAT Regulations. The prices offered should be **in Euro** and must include the Supply and Delivery of the Toners.
- 4.5 The Contracting Authority reserves the right to eliminate a bid if the requested documents are not submitted or not filled in properly. Failure to sign or mark everything in the Technical Specifications Sheet (**Form C**) will render the submitted offer as administratively non compliant.
- 4.6 Any soliciting directly or indirectly will disqualify the bidder immediately.

5. Award Criteria

- 5.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced offer satisfying the administrative and technical criteria (as per *LN 296 of 2010*).

6. Terms & Conditions

6.1 Scope of Quotation

The call for quotation is for the supply and delivery of toners for Brother HL-5350DN as per detailed technical specifications in '**Form C**'.

6.2 Execution of Contract

The Contract shall commence with immediate effect from the last date of signature by the last party.

The Contract shall be for a period of twelve (12) months with the possibility of being extended for a further period of six (6) months or until the threshold of €6,000 (excl. VAT) is reached, whichever comes first and depending on the quality of the items and the service provided by the Contractor.

6.3 General Specifications

- 6.3.1 The toners being offered must be compliant with the minimum required specifications as listed in the Technical Specification Sheet (**Form C**).

6.3.2 The quoted price should also include:

- i) The delivery of the items
- ii) All taxes, discounts and labour charges but **excluding VAT**.

6.3.3 The prospective Contractor must take note of the following Terms and Conditions:

- (i) The Contractor must adhere to provide a minimum quantity of 70 toners - *TN-3280*.
- (ii) The supplies shall be packed properly so as to prevent their damage or deterioration in transit to their destination.
- (iii) The items in all stages of transportation, handling and storage shall be kept free from damage and distortion.
- (iv) All items shall be free from defects and in case of damage or defects, the Contractor shall replace items at his own expense.
- (v) Delivery of items shall be divided into a number of consignments as requested by the Contracting Authority, until the whole quantity of the item is supplied. Delivery of each consignment shall be delivered within one (1) week from date of order.
- (vi) Each delivery is to be accompanied by a copy of the local purchase order and relevant invoice, addressed to the Contracting Authority, and indicating the contract number and date.
- (vii) The Contracting Authority shall not be restricted to buy relative drums or belt units from the awarded Contractor but reserves the right to order such items from where it deems necessary.
- (viii) Should the Contractor for any reason whatsoever is unable to carry out the service satisfactorily as per the conditions set in this document or is in breach of any of the conditions within the Contract, the Contracting Authority shall have the right to terminate the contract as per **Article 6.6 – Delays in Execution**.
- (ix) The Contracting Authority shall have the right to stop any payments from taking place if the Contractor is in breach of any conditions of the contract. Any penalties incurred by the Contractor shall be deducted from these bills.

6.3.4 *Other Terms & Conditions*

- (i) The Contracting Authority reserves the right to order from the successful bidder, additional quantities of the item requested in this quotation as and when the need arises, on the same terms, conditions and price quoted by the successful bidder, during the whole duration of the Contract or until the threshold of €6,000 (excl. Vat) is reached, whichever comes first.

6.4 *Termination of Contract*

- 6.4.1 The Contracting Authority reserves the right to cancel or terminate the contract should unforeseen issues arise or as it deems necessary. Under such circumstances no claim for compensation shall be raised by the Contractor.

6.4.2 The Corporation reserves the right to accept, refuse or cancel this call for quotations, in part or in full, any or all the quotations, without giving reasons.

6.5 *Validity of Offers*

6.4.1 Quotations must remain valid for a period of ninety (90) days after the deadline for submission of quotations indicated in the contract notice. Any bidder who quotes a shorter validity period will be rejected.

6.6 *Delays in Execution*

6.6.1 A daily penalty of one hundred Euro (€100) shall be charged to the Contractor if he/she fails to satisfactorily provide the requested supplies as stipulated in the Contract, and/or the service is found to be seriously lacking quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in the awarded Contract. In such case, the CEO of the Employment and Training Corporation shall issue Notification Warning Letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three (3) working days from the notification, or else, as may be otherwise required by the Employment and Training Corporation. Moreover, the CEO reserves the right to engage other contractors and any extra expenses incurred, further to the contract price, which shall be borne by the Contractor.

The daily penalty shall be applied for a period of not more than fifteen (15) days. If the contractor still fails to remedy within these fifteen (15) days the Corporation reserves the right to terminate the contract and award the contract (the remaining duration of the contract) to other bidders competing in the same tender.

The Contracting Authority reserves the right to stop any payment/s from taking place if the Contractor is in breach of any conditions of the contract. Any penalties incurred by the Contractor shall be deducted from these bills.

The maximum aggregate amount for such compensation shall not exceed one thousand, five hundred Euro (**Euro 1,500**).

6.7 *Methods of Payment*

6.7.1 Payments will be made in EURO and shall be authorized by the Contracting Authority.

FORM A: Suppliers/Contractor's details

Company's Name:	
Contact Person's Name and Surname:	
Designation:	
Company's Address:	
Telephone Number:	
Mobile Number:	
E-mail address:	
VAT Registration No. <i>(if applicable)</i>	

FORM B: Declaration agreeing to the Terms and Conditions.

It is hereby being declared that all the Terms and Conditions listed in the Quotation document are being adhered to and the items being requested shall be as per all the details set out in this call for quotations.

In the event that upon delivery the items differ from those requested, items will not be accepted and if not changed within forty-eight (48) hours, it is hereby being consented that – apart from the penalty provisions, and otherwise, stipulated in the contract - the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature:

I.D. No.:

Name of Bidder/Contractor:

Date:

FORM C: Technical Specifications Sheet

Please ensure to circle either 'YES' or 'NO'. <i>Do <u>not</u> circle both.</i>	
The Contractor confirms that:	Please circle as applicable:
Toners supplied: TN-3280	YES / NO
Toners are suitable for Printers Brother HL-5350DN	YES / NO
Toners are Original	YES / NO
Toners are equivalent to a high yield of 8000 A4 pages	YES / NO
Consignments are delivered within one (1) week from date of Order	YES / NO
In case of defect items, these shall be changed and replaced within forty-eight (48) hours	YES / NO

I _____ the undersigned, confirm that the toners being offered are compliant with all the technical specifications listed above.

SIGNATURE: _____

DATE: _____

FORM D: Financial Offer

Quotation Title: THE SUPPLY AND DELIVERY OF TONERS
Quotation No: ETC/CS/Q/05/16

A	B	C	D	E
ITEM	DESCRIPTION OF SUPPLY	QUANTITY	UNIT PRICE <i>(INCLUDING ALL TAXES, DISCOUNTS & OTHER CHARGES BUT EXCLUSIVE OF VAT)</i>	TOTAL PRICE <i>(INCLUDING ALL TAXES, DISCOUNTS & OTHER CHARGES BUT EXCLUSIVE OF VAT)</i>
	TONERS: BROTHER		EURO	EURO
1	TN-3280	70		

Note¹:

- (a) Do not alter the Financial Offer in any way. Failure to comply with this clause shall render the offer null.
- (b) Should bidders require to submit any additional information, kindly annex the information to the Financial Offer or list the information on a separate page.
- (c) Price shall include all taxes, discounts, and labour charges but **excluding VAT**.
- (d) Delivery to be included in quoted price.
- (e) Prices are to be quoted up to two decimal places.

Company's Rubber Stamp:

Signature:

Name and Surname of Bidder:
