MALTA RESOURCES AUTHORITY

TENDER: SUPPLY OF GPS (Global Positioning System) Unit

REFERENCE: MRA

CLOSING DATE: 18th June 2010 (10.00 am)

Malta Resources Authority, Millennia, Aldo Moro Road, Marsa MRS 9065, Malta.
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1.0 INTRODUCTION

The Malta Resources Authority intends to procure a GPS Unit.

Potential tenderers for such items are invited to submit quotations for the supply, delivery and installation of the items shown in the attached Schedule, in accordance with the terms and conditions laid out in this document.

2.0 BACKGROUND INFORMATION

2.1 Response Guidelines

To optimize the results of this call for tenders, the tenderer's response must comply with the following guidelines:

•The tenderer's response document should provide a straightforward, concise description of the tenderer's ability to satisfy the requirements set out in this document. Elaborate bindings, coloured displays, promotional materials, etc. are not necessary. Detailed technical specification literature is required.

•All documentation must be in English.

•Proposals are to be dropped in the tender box at the Malta Resources Authority, Marsa. The package should be clearly marked with the reference shown on the cover sheet.

•The tenderer must designate one *business spokesperson* that can answer questions on general items, pricing and terms, and one *technical spokesperson* that can provide technical clarification to the Authority, if required.

•The tenderer should provide both telephone and fax numbers for timely communications.

•The deadline for accepting the tenderer's proposal is 10:00hrs on the date shown on the cover sheet. Late submissions will not be evaluated. All quotations will be considered final as submitted. No further changes will be permitted.

At the time of contract award to the successful tenderer by the Authority, and if the contract value exceeds the sum of €9,317, the tenderer must be prepared to place a bond in Euro with any commercial bank in Malta, representing 10% of the tenderer's quoted total contract amount. The total amount of the bond will be returned to the tenderer upon satisfactory completion of the contract.

2.2 Goods and Services

The tenderer must be willing to accept sole responsibility for the supply of the items.

In the case where the tenderer offers items from third party suppliers, it is expected that the tenderer will act as a "central co-coordinator" between the Authority and the third-party suppliers.

2.3 Tenderer Selection Criteria

The criteria to be used to evaluate the tenderer's proposal include, but are not limited to the following:

•The ability of the tenderer's proposal to meet the minimum requirements specifications.

•The price of the proposed item.

•Specifications above the minimum requirements.

•Tenderer's viability and local support capability.

• Delivery period.

2.4 Evaluation Method

It is the intention of the Authority to make the selection of tenderer/s as fair, objective and efficient as possible. The evaluation teams will be adopting the approach outlined below to achieve this objective.

•Review all quotations to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.

•Evaluate the proposed products that are above the minimum requirements. The evaluation procedure adopted is based on the weighting of all requirements and scoring the tenderer's responses appropriately.

2.5 Right for Non-Selection

The Authority may, at its discretion, decide not to select any item, and to postpone any or part of the acquisition to some future date or indefinitely.

The Authority reserves the right ***not*** to select any item at the conclusion of this tender process for any reason whatsoever, and with no liability to it on the tenderers involved.

3.0 REQUIREMENTS

3.1 Specifications and Conditions

3.1.1 This section outlines the minimum requirement specifications and conditions for the supply, delivery and installation of the GPS unit to be purchased by the Authority.

3.1.2 Tenderers shall quote their shortest delivery period. Part deliveries may be accepted by the Authority. However the entire delivery period shall not exceed **12 weeks from date of letter of acceptance**.

3.1.3 The quantities shown in the Schedule of Quantities are indicative and may be varied. Moreover the Authority reserves the right not to order the entire quantities shown and by doing so will not be held liable to any damages or other costs whatsoever.

3.1.4 Tenderers shall submit, together with their offer, all necessary literature and technical specifications to enable a comprehensive evaluation of the GPS unit being offered.

3.1.5 Tenderers shall complete the schedule of Quantities with all the information requested in the appropriate space provided. Unit and total costs shall include for the supply, delivery and installation of the GPS unit.

3.1.6 Occupational Health and Safety. The selected tenderer shall assume full responsibility and accountability regarding the health and safety of his employees and any sub-contractors including any third parties involved in the execution of the project.

3.1.7 The procurement of the office furniture as outlined in these specifications and conditions shall also be subject to the “General Conditions for the Supply of Material and Other Articles” in so far as they remain consistent with the above.

3.2 Specifications

Cable-free handheld GPS Unit

Accuracy	Sub-meter, Sub-foot
Operating System	Window CE 6.0 Compatible with ArcGIS software
Display	≥ 10cm 640 x 480 pixel (VGA) colour TFT, touch screen, sun-light-readable, LED backlight
Camera	≥ 5 MPixel fixed focus camera
I/O	SD slot (SDIO), CF Type I/II, 5-pin connector (USB), Power, RS 232 module
Interface	Touch screen, illuminated keyboard, virtual keyboard
Processor	≥ 520 MHz XScale / FreeScale
Memory	≥ 512 MB DDR SDRAM
Storage	≥ 1 GB (non-volatile NAND Flash)
Audio	Integrated sealed speaker, microphone, Bluetooth audio headset support
LEDs	Battery and Bluetooth status LED
Wireless Connectivity	Integrated Bluetooth 2.0 Class 2
Receiver	Integrated, or external)

Software

Application Software	ArcGIS ArcPad, GPS Analyst, (or compatible),
Included Software	Internet Explorer Mobile, File Explorer, Word Mobile, Microsoft Windows Media Player, Camera Software, Online Help

Power Management

Internal battery	Rechargeable
Battery Charging Time	≤ 2 hours
Operating Time	8-9 hours

Dimensions and Weight

Size	≤ 350mm
Weight	≤ 1 kg

Environmental Specifications

Dust and Water/ Humidity	100% non-condensing, dust and water tolerant.
Drop / Vibration	Shock-proof

Integrated Components (Extra Specifications)

Real-Time and Post-Processed	Support of real-time correction service and post-processing to achieve ≤ 1m positioning accuracy
Time to first fix	Frozen start: ≤ 2 minutes; Hot start: ≤ 1 minute
Update Rate	5 Hz
Channels	≥ 10
GNSS	GPS, (GLONASS)
Integrated Real-Time	SBAS (EGNOS)

Accessories

Docking Station for Data transfer or USB cable
Hard Carry Case
External Battery Charger, Vehicle Power Adaptor
Stylus

Warranty and Software Upgrades

Warranty	≥ 2 years, extendable
Software Upgrades and maintenance	Included

4.0 CONDITIONS

4.1 The attached "Additional Conditions of Contract for the Supply of Materials and Other Articles" insofar as they are not inconsistent with the above shall also apply.

Pricing

4.2 Local tenderers, including the accredited local agents of overseas are required r to quote prices covering the total cost delivered to store/site inclusive of Customs import duty, VAT and ECO tax. Moreover, the successful bidder shall be bound to conform in all respects with VAT legislation and regulations. Overseas tenderers who have no local agent may quote only on CFR Malta terms. Offers on FOB or EXW terms will **not** be considered.

4.3 Offers will only be considered if submitted in Euro.

Quality Assurance

4.4 Preferably suppliers should have in operation at their manufacturing facilities a quality assurance system in accordance with ISO 9001:2000 or equivalent, with certification for both design and manufacture functions. If this is the case, manufacturers are to submit certifications in this regard, from accredited inspectors with the tender documents.Tenderers may be exempted from the requirement to have ISO 9000 certification, provided that at the tendering stage, they submit details of the manufacturing process used and their quality assurance system - which processes / system can be monitored on site by Authority officials or Authority appointed inspectors.

4.5 The Malta Resources Authority reserves the right to conduct contractors' /suppliers' quality systems audits during the duration of the contract.

Arbitration

4.7 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force.

Any reference in the attached Additional Conditions to other arbitration procedures shall not apply.

Right of Recourse

4.8 Tenderers are to note that the award of this contract is subject to the right of recourse as set forth in Legal Notice 177/2005 (Public Contracts Regulations, 2005).

Payment

4.9 The Authority may insist that payment will be made to the Contractor by the Authority 90 days from Bill of Lading/Airway Bill date where offers are made on CFR basis

provided that goods are found to correspond to our order or within 90 days after delivery of goods to MRA offices where offers are made on delivered to offices basis, again provided that the goods are found to correspond to our order. Payment will be subject to any deduction to which the Contractor may become liable under the Contract. In case of service or works contracts, the Authority may insist that payment will be made within 90 days from rendering of service or works carried out and provision of certification and documentation to the satisfaction of the Chief Executive or his representative.

In breach of this time limit a contractor would become entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period.

Award Notification

4.10 Tenders are opened and scheduled in public by the Authority officials within the Authority and the names of the bidders are published. Once the recommendations made by the Adjudication Team are accepted, the awardee's name shall be published by the Authority in due course.

Interpretation or Correction of Tender Documents

4.11 Tenderers shall promptly notify the Chief Executive of the Authority of any ambiguity in or discrepancy between any of the Tender documents which they may discover upon examination of the Tender documents.

Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request that shall reach the Chief Executive at least eight (8) days prior to the date of receipt of Tenders. Any request after this date will not be accepted.

Any interpretations, corrections or changes to the Tender Documents by the Chief Executive of the Authority will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and Tenderers shall not rely upon such interpretations corrections and changes.

Declaration of Conformity

4.12 Tenderers are required to declare whether their offer is fully compliant or otherwise with the published specifications and conditions as laid out in this document. Any deviations are to be pointed out and listed in the appropriate form attached.

Qualitative Selection Criteria

4.13 Tenderers are to submit statements relating to the current status of their organization in terms of Article 49 of the Public Contracts Regulations 2005. In this connection tenderers must complete the form **ARTICLE 49 DECLARATION** annexed to this document.

Tender preparation costs

4.14 Applicants shall bear all costs associated with the preparation and submission of the tender documents. The Authority shall not reimburse any fee associated with the preparation of tender documents in the event that any or all offer/s is/are rejected.

ADDITIONAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF MATERIALS AND OTHER ARTICLES

In these conditions and in any specifications or special conditions annexed here to:
a) the word 'Authority' shall mean the Malta Resources Authority;
b) the word 'Inspector' shall mean the engineer or other person or persons appointed by the Authority to inspect the work when the Authority decides to have inspection;
c) the word 'Chief Executive' shall mean the Chief Executive of the Authority - by whom or on whose behalf the tender is being issued;
d) the word 'Contractor' shall mean any person or persons whose tender for the work referred to shall be accepted by the Authority;
e) the word 'Work' shall mean articles of every description and materials of every kind in every stage of their preparation;
f) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution.

2 Local Tenderers are required to quote prices covering the total cost delivered to store/site inclusive of customs import duty, Value Added Tax, and levy, if any.

3 The contractor shall indemnify the Authority against all claims at any time on account of patent rights of royalties, whether for manufacture or for use In Malta. In the event of any claims being made against the Authority in respect of which the contractor is liable under this condition, the contractor shall be notified thereof and may at his own expense conduct any litigation that may arise there from, or any negotiations for settlement.

4 The Authority shall have the power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.

5 The Contractor shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Inspector or the Chief Executive shall have certified in writing that the claim is reasonable and proper.

6 The Chief Executive shall have power to order reasonable additions to, or deductions from, the work, measurements, quantities or weights specified, and such additions or deductions shall be allowed for at the contract rates. Such variations shall be sent in the form of written orders to the contractor.

7 In the event of additions being made, the Authority may, if it thinks it necessary, extend the time for delivery for such period as it may consider reasonable and proper. The contractor shall be informed in writing of any such extension.

8 Should there be any discrepancy between the contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Chief Executive for an explanation and the contractor will beheld responsible for any errors that may occur in the work through neglect of this precaution.

9 The contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fittings, notwithstanding any omission or Inconsistency in the contract drawings and specifications.

10 Before proceeding to execute any work the contractor shall obtain the Inspector's or the Chief Executive's approval of the manner in which the contractor proposes to execute each portion of the work, and shall furnish such drawings or Information as the Inspector or the Chief Executive shall require.

11 The contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means use by him for the fulfillment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Chief Executive.

12 The materials and fillings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character and the degree of finish such as the Inspector or the Chief Executive shall require.

13 Inspector or the Chief Executive may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have the power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.

14 Should the contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Chief Executive explaining the cause of the delay.

15 The contract time for delivery shall be the period or periods named in the letter of acceptance of tender, and shall be reckoned from the date of the receipt of the said letter.

16 Any drawings, tracings or descriptions specified must be furnished by the contractor with the first consignment of the work to which they refer, and payment will not be made by the Authority until such drawings, tracings or descriptions have been furnished to the satisfaction of the Inspector or the Chief Executive.

17 It shall not be lawful for the contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Authority therefore, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Authority.

18 Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.

19 Payment will be made by the Authority in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 31, and within a reasonable time after delivery in Malta to the satisfaction of the Chief Executive. Payment will be subject to any deductions to which the contractor may have become liable under this contract.

20 a) The work shall be delivered to store or site of works, at Malta, all charges paid, including customs import duty, insurance, Value Added Tax and levy, if any. The contractor shall be responsible for all damages or loss in transit from the contractor's works to the store or site of works at Malta, and shall replace, free of cost, all materials that may be broken, damaged or lost in transit as aforesaid. b) Delivery to site or store shall not apply in the case of overseas tenderers referred to in condition (2) above. c) Customs Import duty and levy, if any, shall NOT be refunded.

21 Failure to deliver within the contract time shall, in addition to any other liabilities incurred by the contractor under this contract, render the contractor liable by way of penalty to a deduction from the contract sum of 1% per week on the value of any work which may be in arrear, unless the Chief Executive is of opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the contractor, in which case the Authority shall decide the extent, if any, to which deduction shall be remitted. Delays in the supply of materials to the contractor will not be admitted as a ground for the remission of deductions, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials. Provided that in the latter event, and unless the contractor within six (6) weeks, from the due date of delivery, resumes supplies as provided for in these conditions, Authority without prejudice to its rights under condition

22 and 23 here of shall be entitled to hold the contractor responsible for damages incurred by Authority as a result of the delays referred to in this condition.

22 Should the contractor fail to effect delivery in whole or in part, within one (1) month from the expiration period stipulated in the contract without the previous permission of the Authority the contract shall be deemed to have been abandoned in which case the contractor shall be liable to pay a penalty of 10% of the value of the undelivered goods calculated on the basis of the contract sum in addition to any compensation which may be due of damages.

23 Late delivery or failure to effect delivery shall at any time entitle the Authority to dissolve “ipso jure” the contract and, in case of such dissolution, the liquidated damages which shall never exceed the full value of the contract shall be computed up to the date of the communication to the contractor of the Authority’s decision to terminate the contract.

24 Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress, the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the contractor should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the contractor’s progress fall below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the contractor completes the whole contract with the stipulated period, the Authority may consider the refund of any penalties to the contractor may have incurred for slow monthly progress.

25 It shall be lawful for the Chief Executive to reject without the necessity of prior legal proceedings any consignment or part thereof, which in his opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and on contractor’s account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Chief Executive.

26 The name and address of the manufacturer and the country where the goods will be manufactured shall be furnished. Failure to give this information may involve non consideration of the tender. Full specifications of the product offered shall be submitted.

27 Without prejudice to the Authority’s right to dissolve “ipso jure” the contract in the case of infringement of any condition there under 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% of the value of contract or the sum of €23.29, whichever is the greater, unless the Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

28 The Authority is not bound to accept the lowest or any tender and shall not give reasons for the acceptance or rejection of a particular tender.

29 The Authority reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.

30 The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.

31 The contractor shall within 7 days in the case of a local contractor, (15 days in the case of an overseas contractor - such periods to commence from the date of the Letter of Acceptance - furnish the Bank Guarantee by a local bank referred to in the form of tender amounting to 10% or 15% according to the value of the contract.

32 This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other agreement or condition to the contrary, in case of any disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the mailer in dispute.

33 Notwithstanding anything contained herein or in the notice for tender or in the form of tender, if a tenderer happens to be a statutory body having a distinct legal personality and if a contract is awarded to such a body, Bank Guarantee will not be required and the provisions of all clauses relating to the submission of a Bank Guarantee shall not apply but the said body shall bind itself to indemnify the Authority against any failure on the part of such body to comply with any of the conditions of the tender.

TENDER
(For the supply of Materials and Other Articles)

With reference to Notice No. _____ published by the Malta Resources Authority on the _____ in terms of the conditions therein mentioned and those thereto attached.

I/WE (name of individual or firm)
_____
making the tender to he entered in block letters) offer to:

i. Supply and deliver to store or site of works in Malta, *
ii. Erect complete, hand over in working order and thereafter maintain, as directed by the Chief Executive, all charges paid including customs import duty, Value Added Tax and levy, if any, the articles enumerated on the attached schedule at the prices stated on same.

2. 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.

3. I/WE undertake that this tender shall not be retracted or withdrawn for a period of THREE calendar months from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be accepted by the Authority at any time during the said period of THREE calendar months even by a verbal communication of the acceptance.

4. Should the above tender be accepted, I/WE undertake to provide within the stipulated period (7 days for local tenders, 15 days for overseas tenders), computed from the date of the Letter of Acceptance, the Approved Bank Guarantee by a local Bank as detailed in Clause 31 of the General Conditions of contract to the extent of TEN per centum (10%) of the value of this contract, and should at any time in the course of such contract, the value be increased by the allocation of extra/additional orders in terms of Clause 6 of the General Conditions of Contract, then the amount of this guarantee shall, if so required, be adjusted proportionately by the Bank concerned. (a)

Signature _____(b)

Date of Registration _____

Address
_____

_____

Date _____Tel no _____
Age:_____

* Delete where not applicable.
(a) Applicable to tenders for contracts exceeding €9,317 in value.
(b) In case of tenders from a company partnership, the name of the Company and the date of registration in conformity with the Commercial Partnership Ordinance (Ord. X of 1962) or analogous legislation of the country where the Company is registered is to be indicated, and the person signing the tender should be and is considered to be duly authorized to act on behalf of the Company or Partnership for all purposes relating the tender.

Schedule of Quantities

Description	Price Including taxes
One GPS unit as described in specifications	

NAME OF TENDERER _____

ADDRESS

_____

_____

_____

_____

TEL NO _____ FAX NO _____

E-MAIL ADDRESS _____

COUNTRY OF ORIGIN

_____

DELIVERY PERIOD

_____

GUARANTEE PERIOD _____

VALIDITY OF OFFER _____

ACCEPTANCE OF STAGGERED ORDERS
(yes/no)

_____

TRADING LICENCE NO * _____ _____

VALID UP TO _____
* Please attach a copy

VAT REGISTRATION NO _____

SIGNATURE _____ DATE _____

Article 49 Declaration

STATEMENT ON EXCLUDING CIRCUMSTANCES OF ARTICLE 49 OF PUBLIC CONTRACTS REGULATIONS 2005.

This declaration, duly completed, must be submitted by all tenderers and returned with the tender submission.

Name of Tenderer: _____

Address: _____

_____

_____

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

1.
The tenderer is bankrupt or is being wound up; or whose affairs are being admininistered by the court, who has entered into arrangement 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 tenderer 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 tenderer has been convicted of an offence concerning professional conduct by a judgment which had the force of *res judicata* in accordance with the laws of Malta.

[YES] [NO]

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

[YES] [NO]

5. The tenderer has not fulfilled the obligations relating to the payment of social security contributions in accordance with the law of Malta or the country in which he is established.

[YES] [NO]

6. The tenderer 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 tenderer is guilty of serious misrepresentation in supplying the information required under these regulations or has not supplied such information.

[YES] [NO]

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

(a) participation in a criminal organization, 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 of the financial interests of the European Communities;
(d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.

[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 organization being excluded from participation in future tenders.

Tenderers 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: _____ DATE: _____

NAME: _____ TEL: _____

DECLARATION OF CONFORMITY

I hereby declare that our offer is fully compliant with all the specifications and conditions as laid out in the tender dossier with the exception of the non compliances listed below.

List of Non Compliances (To include all clarifications, exceptions and deviations to any part of the specifications and conditions of the tender dossier, stating the specific part of the dossier where the non compliance arises. If there are no non compliances a NIL entry is to be submitted.)

Signature of Tenderer:_____ Date: