# Annex 5 TENDER FORM (for NGOs)

(A separate, distinct Tender Form must be submitted for EACH OPTION – if applicable - submitted)

Publication reference: ................................................

<Tender for the Provision of a Documentary Production on LGBTIQ History, Activism and Visibility in Malta > <ARC/001>

|  |  |  |  |
| --- | --- | --- | --- |
| **A. TENDER SUBMITTED BY:** | *(This will be included in the Summary of Tenders Received)* | | |
| **In case of a Joint Venture/Consortium:**  **Name(s) of Leader/Partner(s)** | | **Nationality** | **Proportion of Responsibilities2** |
| **Leader 1** |  |  |  |
| **Partner 1** |  |  |  |
| **Etc …** |  |  |  |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works, supplies or services to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works, supplies or services by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works, supplies or services by its own means).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Work/supplies or services intended to be sub-contracted** | | **Name and details of sub-contractors** | **Value of sub-contracting as percentage of the total cost 3** | **Experience in similar works (details to be specified)** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **(.)** |  |  |  |  |

3. The maximum amount of sub-contracting must not exceed [......%] of the total contract value. The main contractor must have the ability to carry out at least [......%] of the contract works, supplies or services by his own means.

NOTE TO COMPILER: THIS SECTION IS TO BE REMOVED/MARKED NOT APPLICABLE IF NO SUB-CONTRACTING IS ALLOWED. LIAISE WITH DOC

B CONTACT PERSON (for this tender)

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** |  | **Surname** |  |
| **Telephone** | (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Fax** | (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address** | ...............................................................................................................  ...............................................................................................................  ............................................................................................................... | | |
| **E-mail** |  | | |

C TENDERER'S DECLARATION(S)

**To be completed and signed by the tenderer (including each partner in a consortium).**

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

**1** We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the NGO) for invitation to tender No [\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_] of [……/……/……]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

**2** We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

Lot No [\_\_\_\_]:[………………………………………………………….……] [*description of works*]

Lot No [\_\_\_\_]:[………………………………………………………….……][*description of works*]

Lot No [\_\_\_\_]: [……………………………………………………………….][*description of works*]

**3** The total price of our tender (inclusive of duties, other taxes and any discounts but exclusive of VAT) is:

Lot No 1: [……………………………………………..]

Lot No 2: [……………………………………………..]

Lot No 3: [……………………………………………..] *(etc)*

**4** This tender is valid for a period of 90 days from the final date for submission of tenders.

**5** If our tender is accepted, we undertake to provide a performance guarantee of:

4% where the amount of the contract is between Euro10,000 and Euro500,00 excluding VAT, and 10% where the amount of the contract is from Euro500,001 or above, as required by the General Conditions.

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.** If this is an additional contract, which results in his current Cumulative Contracts Value to go beyond the contract value range currently covered by the single bond, the contractor is to be requested to: either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original single bond specifying the new amount. If the Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective NGO specifying that the amount of the Single Bond covers the new Contract, otherwise the Contract Agreement would not be signed. The following table provides the thresholds to be used in order to determine the single bond values:

|  |  |  |
| --- | --- | --- |
| **Cumulative contracts value range / €** | | **Single bond value / €** |
| *From* | *To* |
| 10,001 | 150,000 | 2,000 |
| 150,001 | 320,000 | 6,000 |
| 320,001 | 500,000 | 12,800 |
| 500,001 | 750,000 | 50,000 |
| 750,001 | 1,000,000 | 75,000 |
| 1,000,001 | 1,500,000 | 100,000 |
| 1,500,001 | 2,000,000 | 150,000 |
| 2,000,001 | 3,000,000 | 200,000 |
| 3,000,001 | 5,000,000 | 300,000 |
| >5,000,000 |  | 500,000 |

**6** We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves > ] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [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.

**7** We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

**8** We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

**9** We agree to abide by the ethics clauses of the instructions to tenderers 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 advisers in the preparation of our tender.

**10** We will inform the NGO 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 any other contracts funded by the NGO of this contract.

**11** I acknowledge that the NGO may request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in requirements marked as Note 2 under Clause 6 of the ITT Section. We understand that such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative fee of €50, and that failure to comply shall result in our offer not being considered any further.

**12** We note that the NGO is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to sign this

tender on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/Lead Partner VAT No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(if applicable)*

Stamp of the firm/company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_