

**Contract for the Provision of Quality Management System Administration  
Software for the Standards and Metrology Institute within the  
Malta Competition and Consumer Affairs Authority (MCCAA)  
together with installation and training**

Project Title: ERDF 087 - Developing National Metrology Capacity in Support of Industry



Operational Programme I – Cohesion Policy 2007-2013  
*Investing in Competitiveness for a Better Quality of Life*  
Tender part-financed by the European Union  
European Regional Development Fund (ERDF)  
Co-financing rate: 85% EU funds; 15% National Funds



***Investing in your future***

**MCCAA 01/2011**

Contract for the Provision of Quality Management System Administration Software  
for the Standards and Metrology Institute within the Malta Competition and  
Consumer Affairs Authority, together with installation and training

*TENDER DOCUMENT MCAA01/2011*

## **PREAMBLE**

Contracting Authority: Malta Competition and  
Consumer Affairs Authority  
Second Floor, Evans Building  
Merchants Street  
Valletta VLT 1179.

Tel: (356) 23952000  
Fax: (356) 21242406

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**PART 1**

**INSTRUCTIONS TO TENDERERS**

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**GENERAL**

The Contracting Authority shall not be responsible for any expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.

**(a) Tendering Procedure**

The Tender must be complete in all respects and any exclusions or lack of information where so requested in the attached documents may lead to disqualification of the Tenderer.

All entries shall be clearly done in INK.

Any alteration or erasure to any entry made by the Tenderer in the priced document must be initialled by the Tenderer prior to submission.

No entries or alterations shall be made on these documents except where expressly provided for in the same documents.

All recipients of documents for the purpose of submitting a tender shall treat the details of the documents as strictly private and confidential.

The Contracting Authority reserves the right not to award the tender.

**(b) Sufficiency of Tender**

The Tenderer shall fulfil all his obligations as per tender requirements in order to provide a Quality Management System Administration Software for the Standards and Metrology Institute, Malta Competition and Consumer Affairs Authority together with installation and training and shall ensure that this Tender covers the complete execution of the Contract notwithstanding whether any part or aspect is specifically described or contained within the Tender documents or not.

**(c) Right of Recourse**

Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided with the following information, in accordance with the provisions of Legal Notice 296/2010;

- (i) the criteria for award
- (ii) the name and the successful tenderer
- (iii) the recommended price of the successful bidder
- (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable)
- (v) the deadline for filing a notice of objection (appeal)
- (vi) the deposit required if lodging an appeal

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(d) **Submission of Tender**

- i. The Tender shall be submitted in a sealed opaque envelope bearing only the name of the project and shall be delivered **by not later than 29<sup>th</sup> July 2011, 10:00 am**, Malta time, at the offices of the Malta Competition and Consumer Affairs Authority, Second Floor, Evans' Building, Lower Merchants' Str., Valletta, Malta

Tender documents must be filled-in as instructed and must be returned in their entirety, with the documents bound in their original state.

The Tenderers are required to **initial each page** of the submitted Tender Documents thus verifying that the page has been 'Read and Approved and Good for Agreement'.

- i) If a Tender does not conform to the requirements set out in the Tender Documents it shall be rejected.
- ii) Tenders shall be considered irregular and may be rejected for reasons including but not limited to the following:
  - a) If the Tender is not submitted on time on the specific forms furnished by the Contracting Authority or if the Forms are altered.
  - b) If the Tenderer changes any of the Conditions of Contract or Specific Conditions of Contract as stated in the Tender Documents.
  - c) If the Tenderer adds any provision reserving the right to accept or reject the Award of Tender.
  - d) If any of the required documents are lacking.
  - e) If there is any evidence of "collusion" between Tenderers.

The Tenderers should price all items for all sections which are considered of having a value. If any items are not priced by the tenderer, they will be deemed to have no monetary value.

(e) **Tender Documents**

Each Tenderer, by submitting his/her Tender, confirms that he/she has read and understood all the tender Documents and his/her tender is made in strict accordance therewith.

(f) **Confirmation of Tender Documents**

The Tenderer must complete and sign the Form of tender as under, to clearly define all the Documents which have been taken into consideration in the preparation of this Tender.

(g) **Clarifications**

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Tenderers may submit questions in writing until the 18<sup>th</sup> July 2011, by sending an email to [gilbert.a.camilleri@msa.org.mt](mailto:gilbert.a.camilleri@msa.org.mt)

The Malta Standards' Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 5 calendar days before the deadline for submission of tenders.

Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Malta Competition and Consumer Affairs Authority [www.msa.org.mt](http://www.msa.org.mt) within the respective tender's page, under the subheading "Download Tender Clarifications". Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

**Description of document**

Invitation to Tender

Preamble

Instructions to Tender

Conditions of Contract

All to be submitted with the Tender Documents.

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Duly authorised to sign for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Official Stamp:

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## **PART 2**

### **DESCRIPTION OF SERVICES TO BE PROVIDED**

Contract for the Provision of Quality Management System Administration Software  
for the Standards and Metrology Institute within the Malta Competition and  
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Standards and Metrology Institute, Malta Competition and Consumer Affairs Authority, together  
with installation and training

The system must provide:

1. A robust process of document approval, review and access.
2. An asset register to proactively manage and hold records of calibration activities and instrumentation. The system should have facilities to import data from a suitable database formats.
3. An integrated system which enables detailed analysis and review of outstanding actions.
4. Version control of documents with online feedback on documents prior to electronic approval, restrictive access, full audit trail and archiving of previous document versions.
5. Incorporate a corrective and preventative action plan in response to customer complaints which will help speed up identification of root cause and escalate to non-conformance or corrective action requests.
6. A systematic follow up process for raised non-conformities which would follow employed investigative techniques such as the 8D methodology.
7. Facilitate the running of internal audits and allow attachment of evidential documents. Track critical actions through to completion. Raise non-conformance and issue corrective actions.
8. Review of training events and the relationship to staff competency. Identify the required competencies for each job. Highlight competency gaps and develop improvement plans.
9. For easy recall of calibration equipment for both client and in-service equipment.

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10. For the generation of customer feedback questionnaires as a necessary prerogative in the implementation of ISO 17025: 2005.
11. For the fullest implementation of all documentation and reporting requisites stipulated in the ISO 17025 : 2005.
12. A secure infrastructure for back ups and data archiving.

NOTES:

1. Price must include full documentation in English in softcopy and as bond volumes.
2. All ancillary work packets must be factored into the tendered cost and must also include :
  - i. Phone time to discuss the project;
  - ii. Any envisaged meetings regarding the project;
  - iii. Project planning, managing and status reporting;
  - iv. Designing, configuring, programming and testing the solution;
  - v. Producing all required documentation.
3. Structured training to be delivered in Malta by October 2011. A timetable of the subject matter and the proposed execution of the training must be supplied with tender.
4. Training sessions are to be exclusive of the time necessary for proper installation on the MCCAAs server and work stations.
5. The supplier must allocate time to carry out an assessment of MCCAAs current business environment and understands its future needs. No analysis dossiers will be prepared by MCCAAs.
6. All necessary keys for operation of the system on four simultaneous work stations to be made available.
7. Documented evidence of current customer testimonials (minimum 5 off) and a full list of clients using this software are required with tender.

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8. Documented evidence must be produced at tender that the proposed system has already been implemented in a EURAMET affiliated National Metrology Institute for use in conjunction with ISO 17025 : 2005.
9. The latest non Beta release of the software to be supplied.
10. Product to be covered by a two year maintenance allowing access to online technical assistance.
11. Software prototypes cannot be offered.
12. The Government of Malta maintains an ICT Policy Framework with a defined set of policies, directives and standards, collectively known as GMICT Policy, that regulate the adoption, implementation and use of technology within the Public Service and the wider Public Sector. This framework can be found at <http://ictpolicies.gov.mt> and any proposed solution is to be compliant with these standards.
13. Tenderers are to include any licence costs (including third party software licences) and the hourly rate Technical and for potential future developmet/ customization.

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### **PART 3**

## **GENERAL CONDITIONS OF CONTRACT**

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## 1.0 Definitions

In the Contract (as hereinafter defined) the following words shall have the meanings hereby assigned to them, except where the context otherwise requires:

- i. 'Contracting Authority' shall be the person body or company as defined in the Preamble.
- ii. 'Contractor' means the natural or legal person/s whose tender has been accepted in whole/part by the Contracting Authority and the legal successors in title to such person, but not (except with the consent of the Contracting Authority) any assignee of such person.
- iii. "Time for completion" as per conditions of contract.

## 1.1 Interpretation and Precedence of Documents

The Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Malta Competition and Consumer Affairs Authority who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- i. The Contract Agreement, consisting of the Letter of Intent or Acceptance, if any, the Preamble; Instructions to Tender; Brief description of services to be provided; Conditions of Contract ; Delay in completion; Payment for services rendered to the Contracting Authority and Arbitration;
- ii. The Covering Letter of the Tender Document;
- iii. The Tender document;
- iv. Any other document forming part of the Contract.

## 2.0 Grounds of Adjudication

The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender fully satisfying the administrative and technical requirements.

## 3.0 Conditions of Tender

1. No tender shall be considered unless :-

- ii. it is received at the Malta Competition and Consumer Affairs Authority on or before **10:00 am** of **29<sup>th</sup> July, 2011**;
- iii. it is made on the prescribed form;

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- iv. in the case of a legal person it is signed by the person/s duly authorized to act on behalf of the contractor;
  - v. in the case of an individual, it is signed by the party tendering;
  - vi. the Contractor's postal address is stated in the prescribed form.
2. The tender shall also be accompanied by documentary evidence in support of the criteria requested in terms of this tender.
  3. The successful tenderer shall, where the conditions of tender so specify, be bound to sign the contract where and when required to do so. Should the tenderer fail to call either personally or by proxy to sign the contract for two consecutive times when requested to do so, the submitted tender shall no longer be considered. The same shall apply should the said tenderer fail to furnish information and/or documents necessary for the drawing up of the contract.

***4. Public Procurement Regulations***

1. *The contractor is hereby being informed that this tender is subject to the provisions of Legal Notice 296/2010.*

## **PART 4**

### **DELAY IN COMPLETION**

#### **1.0 Failure to complete obligations**

If the contractor does not perform the services within the period of execution specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of execution.

#### **2.0 Prolonged Delay**

If the Contracting Authority has become entitled to the maximum Penalty, or the tenderer's obligations are behind schedule by more than 2 weeks, whichever occurs first, the Contracting Authority may by notice require the Contractor to complete the services tendered. Such notice shall fix a final time for Completion which shall be reasonable.

The Contracting Authority may either:

- (a) require the tenderer to complete, or
- (b) terminate the Contract.

If the Contracting Authority terminates the Contract, the Authority shall be entitled to recover from the tenderer any loss it has suffered up to the maximum amount of liquidated damages stated in Part VII, in addition to any penalty of delay that may apply.

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**PART 5**

**ARBITRATION**

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 Part IV (Domestic Arbitration) of the Malta Arbitration Act (Chapter 387 of the revised edition of the Laws of Malta) and the Arbitration Rules of the Malta Arbitration Centre as at present in force.

**PART 6**

**DATA PROTECTION**

*All data and/or information obtained throughout the course of procuring the services/supplies under this contract and in the implementation thereof shall be processed solely in strict compliance with the provisions of the Data Protection Act.*

**PART 7**

**CONDITIONS OF CONTRACT – Tender No: MCCA01/2011**

- (a) Commencement Date: On formal notification of acceptance (or as notified by Chairman MCCA01/2011)
- (b) Completion Date: By not later than 50 working days from the date when notified in writing by the Contracting Authority (or as notified by Chairman MCCA01/2011)
- (c) Prices: Price (excluding Vat)
- (d) Fiscal Charges: Successful tenderers shall be bound to conform in all respects with VAT legislation

Signature of Tenderer: \_\_\_\_\_

Full Name of tenderer: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

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**PART 8**

**PENALTIES FOR DELAYS**

If the Contractor fails to provide the services within the time prescribed, or any extended time, he/she shall become liable to pay by way of certain due and liquidated damages to the Contracting Authority, who accepts, the sum specified in time (i) hereunder per working day of delay . The Contracting Authority may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in his hands, due, or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or provision of services or from any other of his obligations and liabilities under the Contract.

For all intents and purposes of Law the parties hereto declare and agree that all sums due by the Contractor to the Contracting Authority under the Penalty clause shall be so due by the Contractor to the Contracting Authority in consideration of mere delay, no abatement can be made in favour of the Contractor in the manner contemplated in Article 1122 (1) of the Maltese Civil Code.

**PART 9**

**TERMS OF PAYMENT**

The Contractor shall be entitled to receive payment from the Contracting Authority equivalent to 100% of the value of the contract upon full completion of delivery and installation of software and full delivery of training requirements as per the requirements of this contract.

The Contracting Authority may not certify such payment if the service provided is not in accordance to this tender document.

The Contractor shall not receive payment beyond the Contract Sum . Extra Services must be justified and approved in writing prior to commencement.

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**PART 10**

**FORM OF TENDER**

(Tenderers are to consult the related clarifications page on [www.msa.org.mt](http://www.msa.org.mt) for any amendments  
in connection with the tender submission address)

**NAME OF CONTRACT:** Contract for the Provision of Quality Management System Administration  
Software for the Standards and Metrology Institute within the Malta Competition and Consumer  
Affairs Authority, together with installation and training

**TO:** Malta Competition and Consumer Affairs Authority  
Second Floor, Evans Building  
Merchants Street  
Valletta  
VLT 1179

1. Having examined the Tender Documents including the Covering Letter, Preamble, Instructions to  
Tenderers and Conditions of Contract for the execution of the above-named Contract, we, the  
undersigned, hereby offer to perform the services in conformity with the said documents for the  
sum of (exclusive of VAT) :

\_\_\_\_\_

\_\_\_\_\_

( \_\_€ \_\_\_\_\_ )

2. We undertake, if our Tender is accepted, to complete and deliver the whole of the services  
comprised in the Contract within the time stated in the Contract, subject to the said Conditions.
3. We agree to abide by the Tender for a period of ninety (90) days from the date fixed for  
submission of tender and it shall remain binding upon us and may be accepted by you any time  
before the expiration of that period.
4. Unless and until a formal agreement is prepared and signed, this tender, together with your  
written acceptance thereof shall constitute a binding Contract between us, valid from the date of  
your written Letter of Acceptance.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorised to sign tenders for and on behalf of : \_\_\_\_\_

\_\_\_\_\_

Vat Reg. No.: \_\_\_\_\_

Contact details to be used with regards to tender

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail: \_\_\_\_\_

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**PART 11**

**CONTRACT AGREEMENT**

**( to be filled in at award stage )**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2011

Between: \_\_\_\_\_

for and on behalf of: \_\_\_\_\_

of (address) : \_\_\_\_\_ (hereinafter

called "the Contracting Authority") and \_\_\_\_\_  
\_\_\_\_\_

for and on behalf of: \_\_\_\_\_

of (address) \_\_\_\_\_ (hereinafter

called "the Contractor").

Whereas the Contracting Authority requires that certain services should be provided and executed by the Contractor, namely, the:

\_\_\_\_\_

and has accepted a Tender by the Contractor for the provision and execution of such services for the sum of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contract Price")

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Now it is agreed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to:
2. The following Documents shall be deemed to form this Agreement
  - A. Letter of Intent or Acceptance, if any;
  - B. Preamble;
  - C. Instructions to Tender;
  - D. Brief description of services to be provided;
  - E. Conditions of Contract ;
  - F. Duties and Responsibilities;
  - G. Delay in completion;
  - H. Payment for services rendered to the Contracting Authority; and
  - I. Arbitration.
3. The Contractor shall perform the services in conformity in all respects with the provisions of the Contract.
4. The Contracting Authority hereby covenants to pay the Contractor, in consideration of the performance of the services the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.
5. The parties have entered into this Agreement in accordance with their respective laws and statutes or constitutions on the date hereof by their duly authorised signatories.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR RESPECTIVE SIGNATURES ON THE  
DAY AND YEAR ABOVE WRITTEN.

FOR AND ON BEHALF OF  
**THE CONTRACTING AUTHORITY**

FOR AND ON BEHALF OF  
**THE CONTRACTOR**

-----  
SIGNATURE

-----  
SIGNATURE

\_\_\_\_\_  
NAME IN FULL

\_\_\_\_\_  
NAME IN FULL

\_\_\_\_\_  
DESIGNATION

\_\_\_\_\_  
DESIGNATION

**WITNESS:**

**WITNESS:**

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SIGNATURE

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SIGNATURE

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
FULL NAME

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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OCCUPATION: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

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