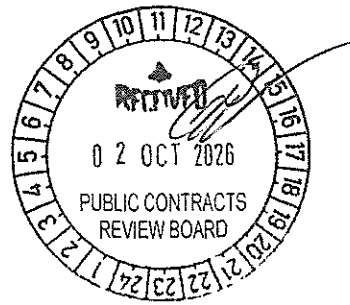


Illum, 1 ta' Ottubru 2026

Public Contracts Review Board

Notre Dame Ditch

Floriana



Ri. SPD 8/2025/154 ; Framework Contract for the supply, delivery, and installation of sixty (60) leased energy-efficient printers and multifunction devices with pull-printing capabilities, including a full service and Maintenance Agreement (FSMA), for the Ministry for Agriculture, Fisheries, and Animal Rights (MAFA)

OĠĠEZZJONI ta' Office Group Limited, *ai termini* tal-Public Procurement Regulations, mid-deċiżjoni komunikata lis-soċjetà mittenti datata 22 ta' Settembru 2026.

Tesponi bir-rispett ILLI:

1. B'ittra datata 12 ta' Ġunju 2026, is-soċjetà mittenti Office Group Limited, minn hawn 'il quddiem riferuta b'hala s-soċjetà mittenti, giet mgħarrfa illi hija kienet giet meqjusa *"Technically Non-Compliant"* u dan għar-raġuni li giet imfissra b'hala *"the training proposal submitted by the economic operator did not make any reference to the centralised software management component as required. Consequently, the submission is not-compliant with Section 3 of tender Dossier article 2.1. Accordingly, the bid is considered technically non-compliant."* Kopja tal-ittra msemmija tinsab hawn annessa u identifikata b'hala Dok. 'A'.
2. Konsegwentament, permezz tal-istess ittra, is-soċjetà mittenti giet ukoll mgħarrfa illi s-sejha hija mistennija li tingħata lil Image Systems Limited abbażi tal-fatt illi din kienet l-irha offerta sottomessa (wara s-soċjetà mittenti) u liema kienet tissodisfa dawk il-kriterji tekniċi u amministrattivi (Dok. 'B').
3. Permezz ta' risposta mressqa fis-17 ta' Lulju 2026, il-Ministeru għall-Agricoltura (*ossia* l-Awtorità Kontraenti), filwaqt li rtira l-ewwel risposta tiegħu, iddikjara *"that it intends to re-evaluate the tenders"* (Dok. 'C')

4. B'decizjoni mogħtija fit-22 ta' Settembru 2026, is-soċjetà mittenti mill-gdid għet mgharrfa illi l-offerta tagħha kienet meqjusa *"technically non-compliant"*. Ir-raġuni mogħtija kienet dik li ġej:

"The economic operator uploaded the Training Proposal Form required under Section 1, Clause 5(C)(iii) - Specifications; however, the form was empty and contained no information whatsoever regarding the proposed training. The Technical Offer Form stipulates that failure to complete and upload the requested information shall result in non-compliance. The cost of training is included in the financial offer but does not replace the separate technical submission required under Clause 5(C)(iii). As the Training Proposal Form is classified as Note 3, no rectification is permitted and only information already submitted may be clarified. Since the form contained no substantive information that could be clarified, considered technically non-compliant as context menu" (Dok. 'D').

5. L-offerta kienet għalhekk sejra tingħata lil Image Systems Limited (Dok. 'E').
6. Il-mittenti tħossha aggravata b'din id-decizjoni, u għaldaqstant qiegħda formalment tressaq l-oġġezzjoni odjerna.
7. Fiż-żewġ decizjonijiet meħuda mill-Awtorità kontraenti, il-motiv ta' nuqqas ta' konformità invokat jirrigwarda l-istess dokument: *"Training Proposal Form"* ipprezentata mill-mittenti bħala parti mill-offerta teknika tagħha.
8. Is-soċjetà mittenti tistqarr li hija tinsab kompletament perplessa dwar il-fatt ta' kif hi spiċċat meqjusa bħala *'technically non-compliant'* fis-sejha odjerna, u daqstant ieħor kienet sorpriża ferm bir-raġuni 'l għaliex għet hekk ikkonsidrata.
9. L-ewwel u qabel xejn, is-soċjetà mittenti tirrileva illi t-*Tender Dossier* (Dok. 'F') mertu tas-sejha odjerna fl-ebda punt ma' dan jistipula illi l-offerenti kellhom jindikaw il-mod u l-manjiera ta' kif huma kellhom jipprovdu t-taħriġ. Klawżola 2.1 filfatt ttiprovdi dwar it-taħriġ bil-mod li ġej:

"As part of the printing system, the Contractor will be expected to provide:

[...]

- *Specialised On-Site Training for Printer Operation and Pull Printing Software.*

[...]"

10. Huwa minn għewl id-dinja li din il-klawżola ma tagħti l-ebda lok għall-ebda interpretazzjoni – hija wahda skjetta u ċara immens – u li tgħid ċar u tond li offerenti bħas-soċjetà mittenti kellhom *biss* jassiguraw li jipprovdu taħriġ. Din ir-rikjesta, bla dubju ta' xejn giet sodisfatta mis-soċjetà mittenti tant illi anki fil-*Financial Bid Form*, is-soċjetà mittenti indikat li t-taħriġ huwa inkluż fl-offerta tagħha (fatt anki issa rikonoxxut fid-deċiżjoni tat-22 ta' Settembru 2026). Għalhekk, id-deċiżjoni meħuda kienet erronja.
11. Mingħajr preġudizzju għall-argument premess, id-deċiżjoni meħuda ma tidentifikax x'kontenut konkret, essenzjali u obbligatorju kullu jidhol fit-*Training Proposal Form* tal-mittenti (Dok. 'G') sabiex l-offerta tkun meqjusa *compliant* – naturalment għaliex dan ir-rikjest qatt ma kien hemm.
12. Il-fatt li formola hija meħtieġa u li hija kklassifikata bħala Note 3 ma jwassalx, minnu nnifsu biss, għall-konkluzjoni li kwalunkwe nuqqas arbitrarju li l-Awtorità kontraenti tista' tqis għandu awtomatikament jirriżulta fl-eskluzjoni tal-offerta. Il-kwistjoni kruċjali hija l-konsiderazzjoni ta' dak li kien mitlub mis-soċjetà mittenti u x'naqset milli tagħmel. Għal din il-kwistjoni, il-mittenti tikkontendi li ma kellha xejn iżjed x'tipprovdi għajr illi tissottometti offerta li tkun tinkludi wkoll it-taħriġ.
13. B'kull rispett dovut, matul il-proċess ta' evalwazzjoni, l-Awtorità għandha tapplika l-kriterji li hija stess stabbiliet fit-*Tender Dossier* u ma tistax tohloq rekwiżiti ġodda jew tagħti lil rekwiżit interpretazzjoni li l-offerenti qatt ma setgħu raġonevolment jaslu għaliha.
14. Kwindi, is-soċjetà mittenti ottemporat ruhha sewwa u pprovdiet l-informazzjoni kollha kif mitluba. Ma kien hemm l-ebda raġuni l-għaliex kellha tinstab "*technically non-compliant*" u li din hija ċertament konkluzjoni erroneja.

15. Is-soċjetà mittenti tirrileva wkoll illi kif jirriżulta mid-dokumenti anness, il-mittenti offriet prezz orħos mill-offerent Image Systems Limited, li, minħabba d-deċiżjoni soġġetta għal dan l-appell, spiċċat tkun ir-*“Recommended Tenderer”*.

Huwa b’daqstant illi Office Group Limited, filwaqt li qiegħda tirriżerva illi tressaq b’xhud id-diretturi u/jew rappreżentanti tagħha jew uħud minnhom flimkien ma’ kwalunkwe ħaddiema u/jew eks-ħaddema tal-istess, qiegħda titlob illi dan l-Onorabbli Bord jirrevoka u jħassar id-deċiżjoni kontenuta fl-ittra datata 22 ta’ Settembru 2026.



Av. Keith Borg
29/14, Vincenti Buildings
Strait Street, Valletta
keith@keithborgadvocates.com

Av. Analise Magri
29/14, Vincenti Buildings
Strait Street, Valletta
analise@keithborgadvocates.com

(A)

DIPARTIMENT TAL-KUNTRATTI
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Direttorat għall-Akkwist Settorali



DEPARTMENT OF CONTRACTS
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Sectoral Procurement Directorate
Telephone: 23781508
e-Mail: spd@mfin.gov.mt

12th June 2026

Messrs Office Group Ltd

Tender ID: 000241139

TENDER REFERENCE: SPD 8/2025/154

SUBJECT: Framework Contract for the supply, delivery, and installation of sixty (60) leased energy-efficient printers and multifunction devices with pull-printing capabilities, including a full Service and Maintenance Agreement (FSMA)

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure. However, this Ministry regrets to inform you that the procurement proposal submitted by your company was deemed technically non-compliant.

The main reason why your procurement proposal was non-compliant is as follows:

The training proposal submitted by the economic operator did not make any reference to the centralized software management component as required. Consequently, the submission is not compliant with Section 3 of tender Dossier article 2.1. Accordingly, the bid is considered technically non-compliant.

This procurement is being recommended for award to Tender ID 000240980 Image Systems Ltd for the price of €301,488.00 excluding VAT this being the cheapest compliant offer.

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on: info.pcrb@gov.mt by noon of 22nd June 2026 against a deposit of €1,930.00

Payments are to be made through bank transfer in terms of the following details:

Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALT MT MT
IBAN Code	MT55MALT011000040001EURCM5001H
Bank Code	01100

The official 'recommendation for award' schedule can be accessed on the website: www.etenders.gov.mt)

Although this Ministry has not been able to make use of your services on this occasion, we trust that you will continue to take an active interest in its procurement opportunities.

Yours sincerely,

Colin Pace (signed)
//Assistant Director SPU8

OPENING DATE

09/04/2026 10:00

Envelope	EO name	Info	Tender Id	Financial Value (EUR)
Single	MS Distribution Ltd	View Historical Data	241186	520,447.28
Single	MERLIN COMPUTERS LTD	View Historical Data	241184	421,619.04
Single	Advanced Telecommunications Systems Ltd	View Historical Data	241086	291,131.70
Single	Avantech Ltd	View Historical Data	241037	410,184.00
Single	Image Systems Ltd	View Historical Data	240980	301,488.00
Single	Intercomp Marketing Ltd.	View Historical Data	240929	379,811.16
Single	Office Group Ltd	View Historical Data	241159	299,628.00
Single	SG SOLUTIONS LIMITED	View Historical Data	241056	385,852.44

'B'

(C)

Tender Reference: SPD8/2025/154

Tender Title: Framework Contract for the Supply, Delivery, and Installation of Sixty (60) Leased Energy-Efficient Printers and Multifunction Devices with Pull-Printing Capabilities Including a Full Service and Maintenance Agreement (FSMA) for Ministry for Agriculture, Fisheries, and Animal Rights (MAFA)



the

Appellant: Office Group Ltd.

Subject: Additional reply to the Appeal lodged before the Public Contracts Review Board

Re: Objection: **684 – Objection – SPD8/2025/154 – Framework Contract for the Supply, Delivery, and Installation of Sixty (60) leased energy-efficient printers and multifunction devices with pull-printing**

Additional Reply of the Ministry for Agriculture hereinafter referred to as “the Ministry “ the reasoned application lodged by Office Group Ltd. (the Objector).

Whereby the Ministry informs this Honourable Board that it intends to re-evaluate the tenders.

Consequently, the Ministry is withdrawing the first reply filed in front of this Honourable Board on 30th June 2026

This decision is being taken without admission of any responsibility and without prejudice to the eventual decision of the evaluation committee, which shall conduct the re-evaluation process.

The Ministry also requests that a decision is delivered in the light of the said submission, without holding a hearing unless objected to or contrary requested by the objector or any interested party, and in such case the Ministry submits itself to the decision of this Honourable Board.

Chairperson for Evaluation Committee

'D'

DIPARTIMENT TAL-KUNTRATTI
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Direttorat għall-Akkwist Settorali



DEPARTMENT OF CONTRACTS
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Sectoral Procurement Directorate
Telephone: 23781508
e-Mail: spd8.mfin@gov.mt

22nd September 2026

Messrs Office Group Ltd

Tender ID: 000241139

TENDER REFERENCE: SPD 8/2025/154

SUBJECT: Framework Contract for the supply, delivery, and installation of sixty (60) leased energy-efficient printers and multifunction devices with pull-printing capabilities, including a full Service and Maintenance Agreement (FSMA)

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure. However, this Ministry regrets to inform you that the procurement proposal submitted by your company was deemed technically non-compliant.

The main reason why your procurement proposal was non-compliant is as follows:

The economic operator uploaded the Training Proposal Form required under Section 1, Clause 5(C)(iii) – Specifications; however, the form was empty and contained no information whatsoever regarding the proposed training. The Technical Offer Form stipulates that failure to complete and upload the requested information shall result in non-compliance. The cost of training is included in the financial offer but does not replace the separate technical submission required under Clause 5(C)(iii). As the Training Proposal Form is classified as Note 3, no rectification is permitted and only information already submitted may be clarified. Since the form contained no substantive information that could be clarified, the submission is considered technically non-compliant as context menu.

This procurement is being recommended for award to Tender ID 000240980 Image Systems Ltd for the price of €301,488.00 excluding VAT this being the cheapest compliant offer.

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on: info.pcrb@gov.mt by noon of 2nd October 2026 against a deposit of €1,930.00

Payments are to be made through bank transfer in terms of the following details:

Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALTMTMT
IBAN Code	MT55MALT011000040001EURCM5001H
Bank Code	01100

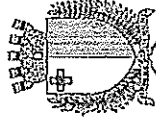
The official 'recommendation for award' schedule can be accessed on the website: www.etenders.gov.mt

Although this Ministry has not been able to make use of your services on this occasion, we trust that you will continue to take an active interest in its procurement opportunities.

Yours sincerely,

Colin Pace (signed)
//Assistant Director SPU8

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DEPARTMENT OF CONTRACTS
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Sectoral Procurement Directorate
Telephone: 23781508
e-Mail: spd@mff@gov.mt

Award Notice

In terms of Regulation 270, Part IX of Legal Notice 352 of 2016 of the Public Procurement Regulations 2016, you are hereby being notified that the Departmental Contracts Committee has agreed with the below recommendation.

Reference	Subject	Decision	Recommended Tenderer	Price (excl VAT)	Deposit
SPD 8/2025/154	Framework Contract for the supply, delivery, and installation of sixty (60) leased energy-efficient printers and multifunction devices with pull-printing capabilities, including a full Service and Maintenance Agreement (FSMA)	Awarded	Image Systems Ltd	€301,488.00	€1,930.00

Tenderers are informed that any appeals by means of an objection to the decision listed above must be lodged electronically with the Public Contracts Review Board by sending an email on info.pcrb@gov.mt by 12:00hrs (noon) of 2nd October 2026. Objections shall contain in a very clear manner the reasons for the complaint. Payments are to be made to the amount indicated in the table above, calculated in terms of Regulation 273 of Legal Notice 352 of 2016; otherwise, they will not be considered.

Payments are to be made through bank transfer in terms of the following details:

Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALT MT MT
IBAN Code	MT55MALT011000040001EURCMG5001H

Tenderers are to note that this information does not imply any obligation on the part of Government to actually implement any of the decisions indicated.

Colin Pace (signed)

22nd September 2026



REFERENCE NUMBER:

SPD8/2025/154

SUPPLIES

Framework Contract for the Supply, Delivery, and Installation of Sixty (60) Leased Energy-Efficient Printers and Multifunction Devices with Pull-Printing Capabilities, Including a Full Service and Maintenance Agreement (FSMA), for the Ministry for Agriculture, Fisheries, and Animal Rights (MAFA)

This project is being financed through local budget funds.

Important: No Bid Bond is applicable.

Official Date of Publication of this CfT is 2nd March 2026

Sectoral Procurement Directorate
Department of Contracts, Notre Dame Ravelin, Floriana FRN1600
email: spd8.mfin@gov.mt | telephone: +356 23781508

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Provisions

- 1.1 The subject of this tender is the supply, delivery and installation of leased Energy Efficient Printers and Multifunction printers with Pull Printing capabilities, including a Full Service and Maintenance Agreement (FSMA), ON PAY PER USE, to the Ministry for Agriculture, Fisheries and Animal Rights (MAFA).
- 1.2 The place of acceptance of the supplies shall be the Ministry for Agriculture, Fisheries and Animal Rights, its various sites and entities, the time-limits for the execution of the contract shall be four (4) years. The INCOTERM²⁰²⁰ applicable shall be Delivery Duty Paid (DDP).
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €385,932.00 excluding VAT.
- 1.4 The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

The final beneficiary of this tender is the Information Management Unit (IMU) within the Ministry for Agriculture, Fisheries and Animal Rights.

2. Timetable

The timetable is as per the dates set through the CFT workspace on the ePPS.

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority.	18/03/2026	09:30hrs
Clarifications by registered users to be sent online through www.etenders.gov.mt		
Last date on which additional information can be issued by the Contracting Authority	23/03/2026	09:30hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	09/04/2026	09:30hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	09/04/2026	10:00hrs
*All times Central European Summer Time (CEST) / Central European Time (CET) as applicable		

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.
Engaging a single supplier ensures standardization, centralized support, and cost efficiency across all sites. This approach enhances security, compliance, and overall operational effectiveness.

4. Clarification Meeting/Site Visit/Workshop

- 4.1 No clarification meeting/site visit is planned.

5. Selection and Award Requirements

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section through the tender response format ^(Note 2)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format ^(Note 2)

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (Tender response format) under Part III titled 'Exclusion Grounds' which includes the following:

- A. Grounds relating to Criminal Convictions
- B. Grounds relating to the payment of taxes or social security contributions
- C. Grounds relating to insolvency, conflicts of interests or professional misconduct
- D. Purely national exclusion grounds

Kindly note that the ESPD tender response format is pre-populated by the system. It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD (Tender response format) under Part IV titled 'Selection Criteria' which includes the following: ^(Note 2)

- (a) Suitability ^(Note 2)
Not applicable.
- (b) Economic and Financial Standing ^(Note 2)
Not applicable

(c) **Technical and Professional Ability** ^(Note 2)

Subcontracting Proportion

Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

Any subcontractor proposed and disclosed shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

(d) **Quality Assurance Schemes and Environmental Management Standards** ^(Note 2)
Not applicable.

It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

(C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. ^(Note 3)
Tenderer's Technical Offer ^(Note 3)
- (ii) Literature as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. The scope of the literature is to corroborate a fully compliant technical offer. ^(Note 2)
- (iii) Training Proposal Form ^(Note 3)
- (iv) Full-Service Maintenance Agreement. ^(Note 3) Kindly confirm through the tender response format.

(D) Financial Offer

(i) A financial offer calculated on the basis of Delivered Duty Paid (DDP) (Grand Total) for the services tendered as per Tender Response Format ^(Note 3)

(ii) A filled-in Financial Bid Form as per Tender Response Format. ^(Note 3)

In case of any discrepancy between what the bidder inputs as a total in the respective space directly in the .xml tender structure (and reflected in the Opening of Offers Schedule) and what the bidder uploads as a document where requested in the Financial Section of the ePPS, the total in the .xml shall prevail for global-priced/lump sum financial offers.

On the other hand, where the financial offers to be uploaded constitute a Bill of Quantities (BoQ) or financial bid forms which contain rates/quantities/total prices broken down where the total can be arithmetically worked out and/or corrected, the total financial values worked out within the uploaded document in the Financial Section of the ePPS will prevail.

Notes to Clause 5:

1. . Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge. (currently Bid Bonds are not applicable)

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification.

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

6. Criteria for Award

The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

SECTION 2 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

Article 2: Law Applicable and Language of the Contract

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

Article 3: Order of Precedence of Contract Documents

- 3.1 The contract is made up of the following documents, in order of precedence:
- (a) the signed agreement;
 - (b) the Special Conditions;
 - (c) the General Conditions;
 - (d) the Contracting Authority's technical specifications and design documentation;
 - (e) the Contractor's technical offer, and the design documentation submitted by Contractor (drawings);
 - (f) the financial bid form (after arithmetical corrections if any)/breakdown;
 - (g) the tender declarations in the Tender Response Format;
 - (h) any other documents forming part of the contract.

Addenda have (including clarifications/rectifications at evaluation stage) the order of precedence of the document they are modifying.

Article 4: Communications

- 4.1 Further to what is stated in the General Conditions, following award of contract, any communication should be made on either of the following addresses:
- Information Management Unit
AGRICULTURE RESEARCH & INNOVATION HUB
Ingiered Road, Marsa
Telephone Number: +356 23397002
Email Address: imu.mafa@gov.mt

All communication must be addressed in the English language as per clause 2.2 above. Apart from methods described in the General Conditions, communication between the Contracting Authority and the Contractor, following the award of the contract, can also be sent by Electronic Mail.

Article 7: Supply of Documents

- 7.4 As per General Conditions

Article 8: Assistance with Local Regulations

- 8.3 As per General Conditions

Article 9: The Contractor's Obligations

- 9.6 Sub-Article 9.6 is not applicable for Malta Funds.
- 9.9 The Contractor must provide not only the physical device but also the day-to-day management including adding new user and removing users, general issues including any training needed, trouble shooting, including after sales and repair for the full length of the contract.
- 9.10 The Contractor shall, at no additional cost, deliver printers and consumables to the various locations of the Ministry for Agriculture, Fisheries and Animal Rights, as may be directed from time to time by the Contracting Authority, the Project Manager, or their appointed representative.

The Contractor shall maintain a stockpile of at least two printers per model specified in Section 2, Clause 2.11 (pro-rata increases), plus consumables (excluding media), to guarantee 24-hour urgent delivery and service continuity. The Contractor undertakes to deliver the stockpile within 24 hours in case of urgency. In terms of this contract, the contractor is responsible to provide the necessary consumables (excluding media) for these printers to function.

The Contractor is responsible to monitor each printing unit consumables level and trigger a replacement consumable order before printer consumable is depleted to guarantee uninterrupted continuity of service.

The Contractor is responsible to deliver the replacement consumable on site to area officer assigned for the printing unit and install. Delivery to receiving officers or stores is not acceptable and subject to contract penalties if not adhered to. The Contractor is to liaise with the Area Officer responsible for the printing unit with regard to area working hours.

The Contractor is required to provide detailed recommendations on the computing resources necessary for the Information Management Unit (IMU) to provision the environment. This provisioning is essential for the Contractor to initiate the setup of the Pull Printing feature and the Management solution Portal. Such preparation must be fully completed prior to the commencement of any printing unit installations.

Article 10: Origin

- 10.1 As per General Conditions.

Article 11: Performance Guarantee

- 11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with an original Performance Guarantee. The contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the

amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where the amount of the total contract value is €500,000 or above.

Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.

Where the contract is a Framework Contract, the Performance Guarantee may cover the yearly/annual total contract value, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority.

If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to;

- a. either submit a separate Performance Guarantee for the additional contract;
- b. or else submit a new Single Bond to cover the new total contracts value
- c. or submit an amendment to the original Single Bond specifying the new amount.

If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

11.3 The performance guarantee shall be in the format given in Section 4 and shall be provided in the form of a bank guarantee.

11.7 The Performance Guarantee shall be released as follows:

Seventy percent (70%) of the total guaranteed amount shall be released within thirty (30) days following the successful delivery and commissioning of at least forty (40) printers, subject to the Contracting Authority's approval. A Provisional Acceptance Certificate shall be issued once the remaining printers have been delivered, installed, and commissioned, completing the full scope of supplies covered by the contract. The remaining thirty percent (30%) of the Performance Guarantee shall be released upon the issuance of the Final Acceptance Certificate, which shall be issued after the expiration of the Full Service and Maintenance Agreement (FSMA) and confirmation that all contractual obligations have been satisfactorily fulfilled.

Article 12: Insurance

12.1

Supplies shall be insured against all damages at all times. The Contractor shall be responsible for all damages or loss in transit up to the delivery site. For marine cargo deliveries to the Ministry for Agriculture, Fisheries and Animal Rights (MAFA), the Contractor shall ensure adequate insurance coverage.

Required Insurance Policies (minimum limits):

- Public Liability: €1,000,000
- Employer's Liability: €1,000,000
- ICT Professional Indemnity: €500,000

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- Cyber/Network Risk Insurance: €250,000

Third-Party Liability Coverage

The Contractor shall maintain a Third-Party Liability insurance policy covering:

- Subcontractors
- Movement of devices between locations
- Loading and unloading risks

Proof and Enforcement

The Contracting Authority may require proof of all insurance policies anytime during implementation. Failure to provide promptly constitutes breach of contract and may result in termination as outlined in Section 2, Article 12.1.

Article 13: Performance Programme (Timetable)

- 13.1 The Contractor shall deliver the Management Solution (including Pull Printing capabilities software that enables secure, user-based authentication and retrieval of print jobs from any networked printer) to the Contracting Authority within eight (8) weeks from the date of the commencement order.

The first ten (10) printers shall be delivered within eight (8) weeks from the date of signature of the contract.

Delivery schedule:

- (i) Management Solution and the first batch of ten (10) printers shall be delivered within eight (8) weeks of contract signature;
- (ii) The remaining fifty (50) printers within twelve (12) months per agreed plan (Article 19). Additional units shall be delivered as per Article 22.11 within six (6) weeks' notice

In the case of any additional printer units specified under Clause 22.11, the Contracting Authority shall advise the Contractor of the additional order at least six (6) weeks prior to the desired installation date of the printer(s).

Article 14: Contractor's Drawings/Diagrams

- 14.1 The Contractor shall submit High-Level Design (HLD) and a Low-Level Design (LLD) diagrams for the systems architecture that includes the Pull Printing feature and the Management porta and the interaction with the printing units. The HLD must outline the system's overall structure and component interactions, while the LLD should detail specific configurations and implementations. These diagrams shall be submitted within ten (10) working days from the last date of the signature of the Contract.

Article 15: Tender Prices

- 15.1 As per General Conditions.

Article 16: Tax and Customs Arrangements

- 16.1 No derogation applies.
- 16.2 No derogation applies.

Article 17: Patents and Licences

- 17.1 As per General Conditions

Article 18: Commencement Order

- 18.1 The Contract will come into force from the last date of the signature of the Contract.

Delivery of supplies shall be carried out in accordance with the instructions issued by the Contracting Authority in terms of Article 13. The first instruction issued by the Contracting Authority in terms of Article 13 shall be deemed to be the commencement order.

Article 19: Period of Execution of Tasks

- 19.1 Further to Article 13.1, this tender includes a Full Service and Maintenance Agreement (FSMA) shall cover all printers supplied under this contract, irrespective of their individual delivery or commission dates. The FSMA shall commence upon the delivery of the first printer. Any printers delivered subsequently shall be incorporated under the same FSMA and shall remain covered until the expiry of the contract.
- 19.2 As per General Conditions.
- 19.8 Upon award, the objectives of this publication in terms of delivery are:
 - a) The Contractor shall set up the hosting environment to enable the Pull Printing solution within eight (8) weeks from the date the contract is signed by all parties.
 - b) The Contractor shall establish the Management Solution, providing the Contracting Authority and/or senior management with visibility over the commissioned printers, including usage, consumables, alert indicators, financial modules, and other relevant data. This shall also be completed within eight (8) weeks from the contract signature.
 - c) The first ten (10) printers shall be delivered as per Section 2, Article 13.1.
 - d) In the meantime, while the first ten (10) printers are being delivered, the Contractor and the Contracting Authority shall hold a meeting to establish an agreed delivery and commissioning plan for all remaining printers. All remaining printers shall be delivered and fully commissioned within twelve (12) months from signature of contract, in accordance with the requirements of the Contracting Authority.
 - e) In the case of any additional printer units specified under Clause 22.11, the Contracting Authority shall advise the Contractor of the additional order at least six (6) weeks prior to the desired installation date of the printer(s).

- e) In line with Article 13, the Contractor shall perform multiple deliveries of printers and consumables without additional cost, directly to any Contracting Authority/entity as directed by the Contracting Authority, the Project Manager, or an appointed representative.
- f) The Contractor undertakes to maintain a stockpile of printers (at least two printers of each type requested) and consumables to meet the delivery and installation commitments stipulated in this contract and to guarantee continuous availability of consumables.
- g) A single Full Service and Maintenance Agreement (FSMA) shall cover all printers supplied under this contract, irrespective of their individual delivery or commissioning dates. The FSMA shall commence upon the delivery of the first printer. Any printers delivered subsequently shall be incorporated under the same FSMA and shall remain covered until the expiry of the contract.

Article 21: Delays in Execution

- 21.1 The Contractor acknowledges that performance of his/her obligations within the stipulated time limit(s) is crucial for the purposes of ensuring that the Contracting Authority maintains an adequate stock of supplies. Accordingly, the Contractor agrees that if the Contractor fails to deliver any or all of the supplies within the time limit(s) specified in the contract, the Contracting Authority shall, without further notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the time limit(s) for supply and the actual date of supply, to liquidated damages of €23 daily to a maximum of 15% of the total value of the contract.

In the event that the Contractor is in delay in providing any supplies - whether it is a new printing unit, or continuation of consumables supply - and, as a result of such delay, then the Contracting Authority shall, without prejudice to and in addition to its right to claim liquidated damages set forth in the above clause, reserves the right to purchase supplies from a third party and to charge to the contractor any additional costs and expenses incurred by the Contracting Authority as a result of its purchases from the third party.

Further to the penalties envisaged in the General Conditions the following penalties shall also be imposed:

- a) In the case of a breach in the availability of the solution as set out in the Full Service and Maintenance Agreement (FSMA), the Contractor shall incur a penalty of €100 daily or part thereof for each day the availability of the solution falls below the levels established under the FSMA. The maximum penalty shall not exceed €900 for the affected solution. When the cost for the repairs of any particular printer reaches this level, that printer shall be replaced immediately. The availability levels shall be verified through the monthly performance reports submitted by the Contractor under the FSMA.
- b) If a critical fault is not resolved within the stipulated service level timeframes defined in the FSMA, the Contracting Authority may adopt alternative remedies to ensure continuity of operations. Any expense incurred for such remedial actions shall be fully borne by the Contractor, up to a maximum of €900 for the affected solution. Once the total cost of the repairs reaches this threshold, the faulty printer must be replaced immediately.
- c) Where there is a breach in the performance levels for the Full Service and Maintenance Agreement (FSMA) related to Service Requests, as defined in the FSMA technical schedule, the Contracting Authority may apply a penalty of €50 per hour for non-compliance with the established service levels. The maximum penalty shall not exceed €750 for each Service Request.

d) If there is an interruption in continuity of service due to failure by the Contractor to deliver consumables on time as required under the FSMA, the Contractor shall incur a penalty of €100 daily or part thereof for each day that such interruption persists due to non-compliance with replenishment or monitoring obligations.

Article 22: Modification to the Contract

- 22.11 Subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right to vary the quantities specified for items in Financial Offer Form.

The repetition of supplies shall be capped at 30% of the contract value. The prerogative to order such repetition of supplies shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government or the Contracting Authority.

This provision is being made to cater for any unforeseen increase in the requirements of the supplies during the duration of the tender. Such increases may include more printing unit requests for existing sites, as well as new sites, offices, and/or clinics.

- 22.12 Not Applicable.

Article 24: Quality of Supplies

- 24.2 The contractor shall incur a fine equivalent to ten per cent of the value of the goods and/or materials delivered should they be found to be of inferior quality not in accordance with the Specifications. Moreover, the Contracting Authority, apart from imposing the penalty, reserves the right to reject the consignment that in its opinion is not according to the terms of the contract.

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

The equipment and software shall be accepted as leased by the Contracting Authority, meaning the leasing will start as soon as all items are delivered and commissioned to any site or sites designated by the Contracting Authority in Malta and Gozo and has satisfactorily been proved that the supplies are fully working to the satisfaction of the CA. At this stage the contractor must provide a signed delivery note, so as to signify that the supplies have been accepted and authorized meaning that the leasing is to start.

Article 25: Inspection and Testing

- 25.2 Further to what is stated in the General Conditions, the Contractor is to liaise with the Contracting Authority and Information Management Unit so that the necessary testing can be done on Information systems prior to commissioning to anticipate any added configurations and minimize service disruption during commissioning.

Article 26: Methods of Payment

- 26.1 Payments will be made in Euro. This is a unit-price supplies contract.

The Contracting Authority is bound to procure 60% of the Contract Value awarded.

Payments shall be authorised by the Contracting Authority and paid by the Treasury Department.

Further to the General Conditions, payments will be authorised by the Contracting Authority, if the invoices provided contain the below minimum prerequisites:

Any invoice related to this contract should include (but not limited to) the following information for auditing and logistic purposes:

- Invoice to the Contracting Authority
- Invoice No
- Date of invoice
- Department VAT No
- MAFA File No
- Billing period covered by this invoice
- Item Description
 - Printing Unit Details (such as Host Name, Invt Number)
 - Printing Unit Assigned Officer as per Order Form
- Unit cost (€)
- Total cost (€)

Credit notes will not be accepted by the Contracting Authority.

The Contractor is to invoice the Contracting Authority every three (3) months, which is an invoice covering the services provided of the previous three months. Attached to the invoice shall be a document specifying page count which shall be certified by the Contracting Authority.

Invoices shall be verified and endorsed by an assigned officer from the Contracting Authority and referred to respective Finance office for payment.

All invoices shall be due and payable within thirty (30) days from invoice date. The payment request shall not be admissible if one or more essential requirements are not met.

Following the contract signature, the Contracting Authority or the delegated Contract Manager will inform the Contractor of the required invoice procedure, specifying whether invoices should be issued separately by printer, user, or by Section/Department.

26.3 As per General Conditions.

26.5 As per General Conditions.

26.9 No revision to prices is allowed

Article 28: Delayed Payments

28.1 The Contracting Authority shall pay the contractor sums due within 30 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

- 28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);

b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

Article 29: Delivery

- 29.1 Delivery shall be made on Delivery Duty Basis (DDP). Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
Delivery shall be executed in accordance with the instructions issued by the Contracting Authority in terms of Article 19.8 of these Special Conditions. The Contractor shall, at no additional cost, perform multiple deliveries of the required products directly to the departments or sections indicated by the Contracting Authority or its designated representative, as may be instructed from time to time.
Deliveries shall be carried out in full compliance with the Good Distribution Practice Guidelines in force at the time of execution, ensuring that handling, storage, and transport are conducted in accordance with applicable quality and safety standards.
The placement of printers shall comply with the centralized printing policy enforced across MAFA as directed by the Information Management
- 29.2 As per General Conditions, unless any special requirements are included in the product specifications. Furthermore, all packaging, marking and documentation inside and outside the packages must comply with Maltese legislation currently in force.
- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.
- 29.4 Delivery and commissioning of each consignment, should be accompanied by a signed detailed invoice, a copy of the order form and delivery note.
- 29.5 Consignments of goods must be strictly delivered in boxes that are appropriately packed to withstand transport and handling.

Delivery of consignments on pallets must be made on Euro pallets.

The Ministry for Agriculture, Fisheries and Animal Rights (MAFA) reserves the right to make any claims on discrepancies in the quantity of items delivered within forty-eight (48) hours of receipt of goods at the stores.

When consignments are to be delivered via containers, the Contractor should inform in writing the relative stores of the date of delivery and the number of consignments a minimum of one week in advance. The Ministry for Agriculture, Fisheries and Animal Rights (MAFA) reserves the

right to refuse such consignments if prior notification is not affected. Expenses and responsibility for refused items shall be borne by the Contractor.

- 29.10 All equipment must be new, original, and delivered together with manuals (physical or online) in English or Maltese Language.

Article 31: Provisional Acceptance

- 31.1 For each printer commissioned, a Partial Provisional Acceptance certificate shall be issued. A Full Service and Maintenance Agreement (FSMA) shall cover all printers supplied under this contract, irrespective of their individual delivery or commissioning dates, and shall commence upon the installation of the first printer. Upon completion and commissioning of all sixty (60) printers, a final provisional acceptance certificate shall be issued for the entire installation. The FSMA shall expire upon the expiry of the contract period.

Article 32: Warranty

- 32.1 Not applicable
- 32.6 Further to the General Conditions all printing equipment is leased and owned by the contractor. The contractor is to guarantee that all printing equipment is new, and in good working condition throughout the whole duration of the contract agreement. Further to this the Contractor will be bound to replace or repair the faulty printers at his own expense, and according to Full Service Maintenance Agreement (FSMA) clauses and time-frames.

Only for printing equipment which are physically damaged due to misuse or stolen, warranty is not applied. The Contractor for such instances is to follow defined operational procedures to agree with business repairs or replacement of printer at customer expense.

Article 33: After-Sales Service

- 33.1 A single Full Service and Maintenance Agreement (FSMA) shall cover all printers supplied under this contract, irrespective of their individual delivery or commissioning dates. The FSMA shall commence upon the delivery of the first printer. Any printers delivered subsequently shall be incorporated under the same FSMA and shall remain covered until the expiry of the contract with the possibility of an extension up to 30% of the contract value if exercised.

Article 35: Breach of Contract

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder 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 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

Article 36: Termination by the Central Government Authority

- 36.1 Further to the provisions of the General Conditions, the Contracting Authority reserves the right to terminate the contract should the Contractor fail to adhere to the After-Sales Service obligations or fail to provide required insurance proof anytime during implementation as specified herein

Article 37: Termination by the Contractor

- 37.1 (a) The deadline of any payment to be affected under any certificate issued by the Project Manager is of thirty (30) days.

Article 41: Dispute Settlement by Litigation

- 41.1 If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:
- (a) either a ruling from a Maltese court, or
 - (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

SECTION 3 - TERMS OF REFERENCE (Article 3)

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders, at tendering stage, to prove that the standards, brands or labels they quoted are equivalent to the standards requested by the Contracting Authority.

The subject of this tender is the supply, delivery, and installation of Sixty (60) Leased Energy-Efficient Printers and Multifunction Devices with Pull-Printing Capabilities including a Full Service and Maintenance Agreement (FSMA) for the Ministry for Agriculture, Fisheries, and Animal Rights (MAFA)

Relevant Background Information

Across the Ministry for Agriculture, Fisheries and Animal Rights and entities, there are to date approximately sixty (60) printing units with the majority connected over the network in a centralized setup in line with printing policy across MAFA.

Current State of Affairs in the Relevant Sector

. IMU, in collaboration with each business representative, will ensure the necessary managed MITA network infrastructure is in place for printer installation, particularly to enable Pull-Printing features

	Estimate total printouts for the whole duration of the contract
A4 Monochrome printouts	5,160,000
A4 Colour printouts	4,383,600
A3 Monochrome printouts	144,000
A3 Colour printouts	87,600

1. Contract Objectives and Expected Results

1.1 Overall Objectives

The scope of this tender is

- The Contractor shall set up the hosting environment and establish the Management Solution, including Pull Printing capabilities with visibility over commissioned printers, covering usage, consumables, alerts, financial modules, and other relevant data. The first set of printers shall be delivered promptly, while the Contractor and the Contracting Authority shall agree on a delivery and commissioning plan for all remaining printers, which shall be delivered and fully commissioned within the agreed timeframe. The Contractor shall perform multiple deliveries of printers and consumables at no additional cost, maintaining a stockpile of printers and consumables to guarantee continuous availability. A single Full Service and Maintenance Agreement shall cover all printers supplied, commencing from the delivery of the first printer and including any subsequently delivered printers until the end of the agreement.

An indicative plan refers, but not limited to:

- A Management Solution to cater for:
 - Printing asset tracking, user management, print usage readings, consumable monitoring and other alerts.
 - Finance module that will allow contracting authority, project management and respective finance offices visibility and reporting of invoicing, what printers are in use, current print counts including but not limited to: costs per person, costs per department and costs per printing unit or globally for the whole contract.
- Printing units consumables supply and installation.
- Printing units servicing and maintenance support to all sites and entities under the Ministry for Agriculture, Fisheries and Animal Rights.

2. Requirements

2.1 As part of the printing system, the Contractor will be expected to provide:

- The lease agreement shall cover a period of four (4) years including a full-service and maintenance agreement for the leasing of Multifunctional devices. Following signature of contract, the Contractor shall provide a minimum of sixty (60) multifunctional devices. The said amount may increase or decrease throughout the duration of the contract depending on the Ministry's Exigencies.
- Recommended specifications of a print server.
- Print Accounting software.
- Provision of 1000 NFC cards
- Automated Consumables and Fault Monitoring Software
- Specialised On-Site Training for Printer Operation and Pull Printing Software
- Full-Service Maintenance Agreement (FSMA)

The main objective of this tender is for the Ministry to implement a system that provides centralized print queue and management functionalities, together with scanning and photocopying services. This system shall consist of multifunctional devices equipped with Pull Printing capabilities, strategically installed across the offices.

2.2 Multifunction Printer Supporting A4 and A3 Paper Sizes

Description	Requirement
1 Print Speed	>= 30 ppm (Black) >= 30 ppm (Color)
2 Colour/Monochrome	Colour/Monochrome
3 Duplex printing	Yes
4 Ethernet	1000Base-T
5 Resolution	>= 600 X 600 DPI (copying) ≥ 2400 × 600 dpi or ≥ 1200 × 1200 dpi or equivalent technology (printing)
6 Memory	>=2Gb
7 Internal Storage Space	>=100Gb

8	Paper input capacity	>= 500 sheet paper tray >= 75 sheet ADF tray input capacity
9	Paper Size	A4 & A3
10	Printer Language	PCL 6
11	Scanning	Flatbed and Automatic Document Feeder (ADF)
12	Maximum Scan Area	A3
13	Automatic Duplex Scanning	Yes
14	Scan-to-Email using SMTP Server	Yes
15	Automatic Duplex Photocopying	Yes
16	Monthly Duty Cycling	Minimum 100,000 pages
17	User Interface	Touch screen display
18	USB Ports	Minimum USB 2.0
19	Secure Print	Yes
20	Encryption of Internal Storage	Yes
21	Secure Erase / Sanitize / Wipe of Internal Storage	Devices must support secure removal of data from internal storage
22	NFC Reader Support	Device must support NFC-based authentication. Integrated NFC readers or Supported external NFC readers are accepted
23	NFC Card supported standard	Minimum Mifare Classic 1K or equivalent
24	TWAIN-Compliant Scanner	Yes
25	AirPrint Support	Yes
26	Printer must support the Pull Printing feature	Yes

2.2.1 A Network print queue set up on MITA's print system server that does not automatically route pages to a specific printer but allows the user to print on any device the user opts depending on which printer the user tags the NFC Tag or inputs the code.

2.2.2 Any printing technology (laser, inkjet, or other) meeting the above specifications is accepted by the

2.3 *Automated Consumables and fault Monitoring Software*

	Description	Requirement
1	Supports notification to supplier when consumables are low (supplier shall be responsible for sending new consumables)	Yes
2	Supports Printer Discovery (Supplier shall be responsible for configuring a new printer)	Yes
3	Supports real-time monitoring of printer status and conditions (Supplier shall be responsible to ensure monitoring)	Yes
4	Supports fault notification (Supplier shall be responsible for seeing any faults)	Yes
5	Supplier shall be responsible for the server configuration on MITA's Cloud environment	Yes

2.4 *Print Accounting Software*

	Description	Requirement
1	Software must support Print Roaming / Pull Printing or equivalent on a centralized server The solution must support roaming / pull printing (or equivalent) enabling users to send print jobs to a central server/queue and release them securely from any networked multifunction printer within the organization, irrespective of location. (Supplier shall be responsible for the server configuration on MITA's Cloud environment)	Yes
2	Software Capability for Automated User- and	Yes

	Department-Level Monthly Reports Software must support automated generation of monthly reports per user and per department, Ministry (Global/Solution).	
3	Software Capability for Monitoring Total Printer/Solution Expenditure Software must allow monitoring of total Global Expenditure (of all printers/solution)	Yes
4	Software Capability to Restrict Color and Print Volume per Authenticated User Software must allow color and print quantity restrictions for each authenticated user.	Yes
5	Software Capability to Authenticate Users via Active Directory / AD Domain Services Support Active Directory / Active Directory Domain Services user authentication	Yes

2.5 *Leasing of Imaging Equipment – GPP Criteria*

2.5.1 Double side printing

Imaging equipment shall be equipped with an automatic double-side print/copy unit. The duplex printing and/or copying function shall be set as default in the original software provided by the manufacturer.

Verification:	Products holding a relevant Type 1 Eco-label fulfilling the listed requirements and products holding the Energy Star v.2.0 label (or if applicable a more recent one) will be deemed to comply. A statement from the manufacturer demonstrating that these requirements have been met is also accepted.
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2.5.2 Multiple images on single sheet of paper

Imaging equipment shall offer as a standard feature the capability to print and/or copy 2 or more pages of a document on one sheet of paper when the product is managed by original software provided by the manufacturer (printer driver).

Verification:	Products holding a relevant Type 1 Eco-label fulfilling the listed requirements and products awarded the Energy Star v.2.0 label (or if applicable a more recent one) will be deemed to comply. A technical dossier of the manufacturer or a test report demonstrating that these requirements have been met is also accepted.
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2.5.3 Energy efficiency for use mode

The energy consumption in the use mode of the product shall fulfil as a minimum the energy efficiency requirements of Energy Star v.2.0 criteria for imaging equipment. The energy consumption has to be measured according to the Test Method for Determining Imaging Equipment Energy Use Version 2.01 - Final May-2012 or equivalent.

Verification:	Products holding a relevant Type 1 Eco-label fulfilling the listed requirements and products awarded theEnergy Star v.2.0 label (or if applicable a more recent one) will be deemed to comply. A technical dossier of the manufacturer or a test report demonstrating that these requirements havebeen met is also accepted.
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2.5.4 User instructions for green performance management

A guide shall be provided with instructions on how to maximise the environmental performance of the particular imaging equipment (covering paper management functions, energy efficiency functions and of any consumables such as ink and/or toner cartridges) in written form as a specific part of the user manual and/or in digital form accessible via the manufacturer's website.

Verification:	Products holding a relevant Type 1 Eco-label fulfilling the listed requirements will be deemed to comply. Other appropriate means of proof will also be accepted, such as written evidence from the manufacturer that the above clause will be met.
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2.5.5 Resource efficiency for cartridges: Design for reuse of toner and/or ink cartridges

The products must accept remanufactured toner and/or ink cartridges. Devices and practices that would prevent reuse of toner and/or ink cartridge (i.e. anti-reutilisation devices/ practices) should not be present or applied.

Verification:	Products holding a relevant Type 1 Eco-label fulfilling the listed requirements will be deemed to comply. A technical dossier of the manufacturer or a test report demonstrating that these requirements have been met is also accepted.
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2.6 Other Technical requirements and conditions to the Contractor

2.6.1 Full Service and Maintenance Agreement (FSMA)

- i. The contractor shall ensure the provision of reliable and continuous after-sales support for the entire duration of the contract. A Full Service and Maintenance Agreement (FSMA) shall be uploaded to the Electronic Public Procurement System (EPPS) for incorporation into the final signed contract as per Section 2, Article 31.1.
- ii. As a minimum, the proposed FSMA must include:
 - a) A supplier response time of a maximum of four (4) business hours following the logging of a failure report by the contracting authority on any of the multifunctional devices.
 - b) A supplier response time of a maximum of two (2) business hours following the logging of a report by the contracting authority on any failure of the print queue central system.
 - c) Resolution of fault for the print server within a maximum of one (1) day following the logging of a report by the contracting authority.
 - d) Toner deliveries to meet and maintain agreed stock levels for all toner types.

- e) Used toners are to be collected by the economic operator.
- iii. The contracting authority considers business hours to be from 8:00am to 5:00pm, Monday to Friday, excluding public holidays.
- iv. All repairs are to be carried out at the respective contracting authority's offices. Should the need arise for any of the equipment to be collected, the Contractor may be asked to sign a non-disclosure agreement if any hard disks or storage devices are to leave the premises.
- v. The Bidder is responsible to provide at his own expense, repair, and maintenance of the equipment. It is expected by the Contracting body that maintenance will be carried out by the successful bidder during normal working hours (Monday to Friday from 08.00 am to 05.00 pm) as part of the service, without any cost to be incurred by the Contracting Authority. The repair and maintenance service shall consist of:
 - a) Routine maintenance of the equipment at such intervals as the successful bidder deems necessary to keep the equipment in good working order.
 - b) Repair of any malfunction which the successful bidder encounters while carrying out the routine maintenance.
 - c) Replacement of consumables (except paper) and any other spare parts required to maintain the equipment in good working condition. The replacement consumables and spare parts will be provided by the successful bidder without any cost to be incurred by the Contracting Authority.
 - d) Maintenance of the equipment upon request from the Contracting Authority.
- vi. In case of malfunction of the equipment, the Contractor will attend to a call within four (4) working hours from notification. The Contractor will solve the problem identified within eight (8) working hours from notification.
- vii. In the case where a fault cannot be rectified within eight (8) hours, the Contractor will replace the equipment until such time as the fault will be resolved. The replacement equipment will be provided by the Contractor without any additional cost to the Contracting Authority.
- viii. The Contracting Authority shall operate the equipment in accordance with the user's manual of the equipment being supplied. The Contractor confirms that he is in possession of the relative user's manual.
- ix. The Contracting Authority shall abide by any direction given by the Contractor or his technical personnel regarding the use of the equipment being leased.
- x. The Contracting Authority shall not be held responsible for the breakdown of all or part of the equipment caused by any Act of God, natural and / or man-made disasters, unauthorised use of the machine, negligence, use of equipment for purpose other than the intended use.
- xi. The Contracting Authority shall be Liable for all damages resulting from willful damage or damages caused by negligent use of the equipment. All repairs shall be charged at the current prices charged by the Contractor for the relative services and parts.
- xii. Only toners supplied by the Contractor are to be used for the Leased machines. Used toners supplied are to be returned to the Contractor (in good condition) in exchange of new toners. In the case that the toners are not returned, the Contractor will charge Contracting Authority for a new toner
- xiii. Proximity System NFC Cards

- a) The contractor shall provide 1000 NFC Cards to be used by the users to release the prints from the printers. The cards will be used as user authentication and print/management accounting purposes.
- xiv. Training
- a) Comprehensive training on the setup, use, maintenance and support of the installed solution including all related software, shall be provided on site to Contracting Authority officials and ICT staff prior to provisional acceptance.
 - b) Comprehensive user manuals, both for end users and for system administrators, are to be provided in digital format.
- xv. The Software must adhere to the Government's and MCA's Accessibility standards and guidelines.
- https://mita.gov.mt/wp-content/uploads/2020/07/GMICT_P_0051_Website.pdf
- <https://www.mca.org.mt/webaccessibility>

2.6.2 Consumables

Consumables refer to those items in the printers which are consumed recurrently and can be monitored by measurable means such as a meter.

The Contractor is responsible to monitor consumables in real-time via machine web portal console and provide an uninterrupted continuity of service.

The Contractor is responsible to deliver the replacement consumables to the area officer and install. Delivery to receiving officers or Stores is not acceptable and subject to Contract penalties if not adhered to.

The Contractor is to liaise with Area Officer responsible for the printer with regard to area working hours.

If there is interrupted continuity of service with reference to consumables, the delegated officer in charge of the printing unit shall inform the Contracting Authority for further action and/or penalties. The Contractor shall incur a penalty of €100 per day (or part thereof) for any service interruption due to failure to monitor and timely supply consumables

SECTION 4 – SUPPLEMENTARY DOCUMENTATION

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt.

4.7 - General Conditions of Contract

The full set of General Conditions for Supplies Contracts (Version 4.8) can be viewed/downloaded from the 'Resources Section' at: www.etenders.gov.mt

It is hereby construed that the tenderers have availed themselves of these general conditions and have read and accepted in full and without reservation the conditions outlined therein and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

4.8 - General Rules Governing Tendering

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of www.etenders.gov.mt).

'6'

SPD8/2025/154 - Framework Contract for the Supply, Delivery, and Installation of Sixty
(60) Leased Energy-Efficient Printers and Multifunction Devices with Pull-Printing
Capabilities Including a Full Service and Maintenance Agreement (FSMA) for the
Ministry for Agriculture, Fisheries, and Animal Rights (MAFA)

Training Proposal Form (Note 3)

**No information of a financial nature is to be submitted with this
Form. Such information is to be included in the Financial Offer.**



Bank of Valletta

Bank of Valletta p.l.c
Registration Number: C 2833
Registered Office: 58 Zachary Street, Valletta VLT 1130 - Malta

Pay third party

Printed by: Mr. Robert Micallef
Printed on: 02/10/2026 - 11:00
Document ID: 29942926

Transaction details

Payer's name: OFFICE GROUP LIMITED

Payee type: Corporate Payee

Company name: Cashier Malta Government

Relation: Administrative Services

Reason: Other

Payment details: Appeal on SPD 8/2025/154

Currency: EUR - Euro

Beneficiary IBAN/Account: MT55MALT011000040001EURCMG5001H

Beneficiary IBAN/Account type: Valid IBAN of country - Malta

Bank name: Other bank

Bank address / Bank's BIC: Let the bank apply the beneficiary bank BIC

Beneficiary address: No

From account: Office Group (EUR) 4001675544 8

Charges should be paid by: Shared - I pay BOV charges; beneficiary pays the beneficiary bank charges

Amount: EUR 1,930.00

BOV to transfer the money: as soon as possible

Receiving bank to get the money as: normal priority payment

FPAD Result: We couldn't confirm that the name you entered matches the recipient's account. This might happen if the recipient's bank doesn't support name checks yet or if there's a temporary issue. Please double-check that the name and account details are correct before continuing. If any details are wrong, the payment could go to the wrong account or may be fraudulent and may not be recoverable. If you're confident everything is correct, you can go ahead and make the payment.

Saved template: no

Additional information

Credit amount: EUR 1,930.00

Debited amount (excluding charges): EUR 1,930.00

Estimated amount to be withdrawn from account: EUR 1,934.00

Transaction charge: EUR 4.00

Transaction result

Status: Your instructions have been processed successfully.

Transaction ID: 186355695