

Request for Quotations RFQ / 01 / 2023

Leasing of Multifunctional Devices

Issue Date: Tuesday 17 January 2023

RFQ Closing Date: Monday 30 January 2023

Closing Time: 12:00 CET

Classification of Document Data: MDB-Public

1.1 Introduction

The Malta Development Bank ("the Bank") was established on 24 November 2017 when the Malta Development Bank Act, 2017 came into force (Act No XXI of 2017, CAP 574). It commenced operations on 11 December 2017 when the Board of Directors was appointed and held its first meeting. The MDB is fully owned by the Government of Malta.

The MDB's strategic objective is to address market failures or financial gaps by offering financing facilities to support productive and viable operations where the market is unable or unwilling to accommodate such activities on its own in whole or part. The MDB complements commercial banks through a non-competitive and mutually supportive relationship, thereby ensuring additionality and diversifying Malta's financial base in a cost-effective manner. The MDB's primary goal is to contribute to public policy objectives, and it is therefore not driven by purely commercial and profit maximisation considerations. Nonetheless, the MDB supports only bankable investments and assesses proposals on the basis of sound banking principles, including feasibility.

In performing its promotional banking role, the MDB's remit of activities covers a wide range of possible operations where there is evidence of market failure. In general terms, the MDB is engaged in private sector development; skills and technology, infrastructure development of regional or national importance, green economy, community services.

The Bank's core programme has focused on a guarantee scheme for new SME investments. The Bank also supports large-scale infrastructural projects which experience difficulties in accessing the appropriate bank or other financing.

The Covid-19 pandemic created the need for the MDB to quickly become a key channel of Government's crisis-response measures. Detailed information on the MDB's Covid-19 Guarantee Schemes is provided in the Annual Reports which can be accessed from the bank's website.

1.2 Purpose

1.2.1 The MDB is currently seeking to lease two (2) multifunctional devices to cater for printing services at its main offices located in Floriana. The selected devices must also offer copying and scanning functionality with an optional fax feature. The duration of the lease agreement is 5 years, throughout which the supplier shall be bound by a Service Level Agreement covering the installation, maintenance, support, servicing and replacement of parts/consumables for the devices provided under this contract.

2.1.1 The Bank is the point of contact for this RFQ. Please refer any queries to:

Procurement Officer

Malta Development Bank
5 Market Street,
Floriana,
Malta,
FRN 1083.

Telephone: 2226 1713

Email: procurement@mdb.org.mt

- 2.1.2 Applicants are to quote the reference number of this request for quotation in all correspondence.
- 2.1.3 Proposals shall include the final price, including the delivery to the Bank's premises, the delivery date, the ESPD Form as well additional information that will allow MDB to evaluate the proposal according to the defined Evaluation Award Criteria.

2.2 Timetable

	Date	Time (CET)
Publication of RFQ	Tuesday 17 January 2023	
Deadline for request for any clarifications. Any requests for clarifications will only be entertained if received on procurement@mdb.org.mt by	Monday 23 January 2023	12:00
Deadline for Submission of Proposals All the documentation shall be submitted to procurementproposals@mdb.org.mt by	Monday 30 January 2023	12:00

- 2.2.1 Any RFQ addenda/updates by the MDB will be circulated by email from procurement@mdb.org.mt and on the MDB website https://www.mdb.org.mt.
- 2.2.2 Late submissions will not be accepted. Evaluation of the quotations received will take place after the closing date. The Bank will not assume any liability associated with the late submissions of RFQs. All submissions will be dealt with in strictest confidence. Any decision taken by the Bank in this regard shall be deemed final.

3 GENERAL CONDITIONS

- 3.1.1 The Bank shall award the Quotation on the basis of the most economically advantageous proposal in terms as indicated in the <u>Evaluation Award Criteria</u>.
- 3.1.2 The Bank may in its absolute discretion change, as deemed necessary in view of circumstances, the basis of, or the procedure of the RFQ process.
- 3.1.3 The Bank reserves the right to extend the closing date and to cancel the RFQ and evaluation process at any stage. The Bank shall inform all the prospective applicants without being liable for any costs and damages including, without limitation, damages for any loss of profits, in any way connected with the cancellation of the request for quotation.
- 3.1.4 The Bank reserves the right to reject a proposal which appears to be priced abnormally low in relation to the Services to be provided. The Bank reserves the right to request further clarification, documentary evidence, explanation or elaboration in writing on any aspect of the application or declarations made.
- 3.1.5 The Bank reserves the right to reject or disqualify a proposal if:
 - a. the Applicant fails to comply fully with the requirements of the RFQ and the information given at the time of proposal is incomplete, or additional requested information is not provided;
 - b. the Applicant is guilty of a serious misrepresentation in supplying any

- information required in this document and/or in relation to this or any past proposals;
- c. the Applicant has, directly or indirectly, engaged in Corruptive, Fraudulent, Collusive or Obstructive practices in competing for the RFQ in question;
- d. there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Applicant.
- 3.1.6 In addition, since the Bank has a zero tolerance towards the commission of fraud, a proposal shall also be rejected if the Applicant fails to commit itself through a signed anti-fraud declaration in the form contained in <u>Annex I</u>.
- 3.1.7 If the Bank becomes or is made aware, after award of the Project, that an Applicant failed to comply with any of the requesting criteria, the Bank is entitled to terminate the contract without prior notice. The MDB reserves the right to claim payment from the non-compliant Applicant of any damages, loss and expenses incurred as a result of the termination.
- 3.1.8 Subcontracting and awarding this RFQ in Lots may be accepted after seeking the Bank's prior written consent.
- 3.1.9 The Bank draws the attention of prospective Applicants to the conditions concerning employment in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee. Successful Applicants may also be requested to submit a certified Jobsplus list of personnel employed by them.
- 3.1.10 The Bank may, notwithstanding any provision to the contrary in this RFQ, publicise or otherwise disclose, to any third party, information regarding the contract, the identity of Applicants (including details of their respective members), the RFQ process, or the award of Services (including, without limitation, details of costs and fees) at any time.

3.2 GDPR and Freedom of Information Compliance

3.2.1 The MDB is subject to the provisions of the Freedom of Information Act as well as other legislation governing access to information. Therefore, where Applicants consider any information that they provide in the course of this RFQ process to be commercially sensitive or confidential in nature, they should identify that information as "commercially sensitive" or "confidential" and specify the applicable reasons. The nature of the documentation may then be taken into account by the MDB in considering requests (if any) for access to such information under the Freedom of Information Act or other applicable law. Applicants should note that on conclusion of a contract for the services that are the subject-matter of this competition, a right of access to the contract and associated documents

- will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.
- 3.2.2 The submission of any Personal Data (including any personal data contained in any curriculum vitae) ("Personal Data") shall be provided by the Applicant for the use by the MDB of that Personal Data for the purpose of evaluating the proposals and in performance of arising contractual obligations. Once it obtains any Personal Data, the MDB will act as data controller of such data and will retain it for (a) in respect of an unsuccessful applicant, up to one year following completion of the appointment of the successful applicant and (b) in respect of a successful applicant, up to seven years following completion of the Services. An Applicant may exercise his/her rights in connection with the processing of his/her personal information by MDB by contacting the DPO by email at dpo@mdb.org.mt. For further information in relation to how the MDB processes personal data, including an individual's various rights under data protection law and details of how to contact the MDB, please refer to the MDB's Privacy Notice which is available at: https://mdb.org.mt/en/home/Pages/Privacy-Notice.aspx.

4.1 Economic Operator Information

4.1.1 The MDB is asking interested Economic Operators to submit a response containing a signed <u>ESPD Form</u>.

4.2 Requirement Details

- 4.2.1 The MDB is seeking to lease two (2) multifunctional devices to cater for printing, copying and scanning services at its main offices located in Floriana.
- 4.2.2 The equipment shall be compliant with the following technical requirements:

Requirements	Compliant (Y/N)	Comments
Device Features		
Standard functions: Print, Copy, Scan and Email. (<i>Optional</i> Fax: supplier to quote additional cost involved)		
Paper Size: A5 minimum, A3 maximum		
Two-sided output		
Monthly print volume: Up to 7000 pages minimum		
Connectivity: - Ethernet 10/100/1000, - USB 3.0 - WiFi (optional)		
OS support: - Windows 10 / 11 - Windows Server 2016 / 2019 - Unix / Linux		
Device and Job Management		
Job identification and monitoring		
Touchscreen interface		
Web interface		
Email alerts (consumables and problems)		
Address Book for email / fax contacts		
Power Consumption: Energy Save mode, Stand-by mode, Auto Off / Sleep mode		
Paper Handling		
Duplex Automatic Document Feeder (minimum 100 sheets capacity)		
Tray 1: A4 paper (minimum 500 sheets capacity)		
Tray 2: A3 paper (minimum 500 sheets capacity)		
Bypass Tray: Custom sizes A5 to A3		

Requirements	Compliant (Y/N)	Comments
Finishing		
Multi-position Stapling Function		
Print		
Maximum resolution: 1200 x 2400 dpi		
Memory: Not less than 4GB		
First Print:		
 Less than 6 seconds monochrome 		
- Less than 8 seconds colour		
Mobile Printing:		
- Apple AirPrint		
- Google Cloud Print		
Secure Print:		
 Print jobs for a user who opts for a Secure 		
Print will not be released until he/she		
supplies a PIN that is configurable by		
him/her when initiating the job.		
Print from USB		
Сору		
Maximum resolution: 600 x 600 dpi		
Scan		
Colour and monochrome scanning		
Scan to Email / Folder / Network / USB		
Formats: JPG, PDF/A, PDF (single and multi-page),		
Searchable PDF, TIFF (single and multi-page)		
Fax (optional)		
Compliant with Internet over Broadband		
Walk-up fax		

Miscellaneous	
Lease agreement for 5 years with monthly payments	
on presentation of an invoice.	
The Supplier shall be bound by a Service Level	
Agreement (SLA) covering the maintenance, support,	
servicing and replacement of parts/consumables for	
the devices provided under this contract.	
Supplier to provide a sample SLA with the proposal	
clearly identifying the consumables/components	
that form part of the SLA and what items would incur	
additional cost for the MDB.	
The Supplier shall indicate expected response times	
for repairs onsite and replacement of consumables.	

MDB IT personnel shall be automatically notified through email for upcoming replacement of	
consumables to allow for the request to be lodged	
with the supplier. No additional infrastructure shall	
be installed onsite to automate this process given	
that only two devices need to be monitored.	
In the eventuality of any serious faults, the supplier	
shall commit to provide MDB with a replacement	
device until repairs are concluded.	
Onsite delivery and setup	
The supplier must provide the necessary device	
drivers to leverage all features and functionalities.	
Moreover, the supplier will connect one of the Bank's	
workstations to the device and ensure that all	
features are functioning as intended prior to rollout	
to the rest of the organisation. The rollout to the	
remaining internal clients will be handled by MDB IT	
personnel.	

4.3 Award Criteria

4.3.1 The award criteria for this Call for Quotations will be based on the following:

Weightings	Evaluation Award Criteria
35%	Compliance to technical requirements
15%	Experience level of Service Provider
50%	Total cost including delivery

4.4 Response Format

- 4.4.1 Responses are to be straightforward, clear, concise and specific to the information requested. In order for submissions to be considered complete, Economic Operator must provide all the requested information mentioned in this document as well as any other comments, observations or suggestions which potentially may assist the MDB in the Request for Quotations.
- 4.4.2 The response by the Economic Operators shall clearly highlight any clauses where they cannot meet the requirements. It is therefore assumed that if the Economic Operator does not highlight non-compliance, the Economic Operator is complying and is able to execute the requests being made in this specification with the highest standard.
- 4.4.3 Economic Operators are to ensure that the following documents have been included in their respective proposal:
 - (i) ESPD Form

- (ii) Statement of compliance to technical requirements
- (iii) Details of experience in this line of service provision
- (iv) Equipment details and brochures
- (v) Sample Service Level Agreement
- (vi) Financial Bid Form
- 4.4.4 Economic Operators who fail to provide the requested information shall result in the proposal not being considered any further.

4.5 Financial Bid Form

- 4.5.1 The proposal price must cover all the works as described in the RFQ document.
- 4.5.2 The Economic Operator must provide a breakdown of the overall price in Euro (€) including VAT, a per form provided hereunder.
- 4.5.3 Different options are to be clearly identifiable and marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option.
- 4.5.4 If the Economic Operator offers a discount, the discount must be absorbed in the rates listed.
- 4.5.5 The prices for the contract, must be inclusive of installation, maintenance, support, servicing and replacement of parts/consumables for the devices to be provided under this contract. The prices quoted are fixed and not subject to revision or escalation in costs.
- 4.5.6 Quotations are to be submitted and shall be awarded including any taxes/charges and any import duties applicable.
- 4.5.7 The Economic Operator must provide a completed bill of quantities as per below:

Component	Qty	Unit Cost (VAT included)	Total Cost (VAT included)
Rental cost (monthly flat rate)	2		
Price-per-print:			
A4 black	1		
A4 colour	1		
A3 black	1		
A3 colour	1		
Optional item			
Increase in cost for Fax feature	2		



Anti-Fraud Declaration

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k	o. '	. to take appropriate measures to deter fraud;										
C		to introduce and maintain necessary procedures to prevent, detect and deal with suspected fraudulent activity;										
C	d. to report to the Bank all suspected fraud concerning any arrangement entered into with the Bank;											o with
6	e. if required, to assist the Bank in the investigation of suspected fraudulent activity and									•		
	in the recovery of wrongfully obtained assets concerning an arrangement entered in with the Bank; and									u 1110		
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MDB guarantees that any personal data processed within this form shall be in accordance with the requirements of local and EU legislation on data protection in force at the time of the data processing including the General Data Protection Regulation- (GDPR) (Regulation (EU) 2016/679. All the personal data collection in this form will be considered under the classification of 'confidential'. Persons have the right to access and port their personal data, rectify, erase and restrict their personal data and to object to processing in terms of the GDPR.

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