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Request For Quotation

TITLE:
Networking Equipment

REFERENCE:
RFQ.20.10

Cost of RFQ Document: € 5,800.00 inclusive of VAT

Date Published: 10th September 2010

Closing Date: 17th September 2010 at 12:00hrs (noon)

TABLE OF CONTENTS0990

Part A Instructions to Applicants

- 1.0 General instructions
- 2.0 Timetable
- 3.0 Eligibility
- 4.0 Cost for preparing quotation

Part B Quotation Documents

- 5.0 Content of quotations
- 6.0 Clarifications/explanations before the deadline for submission of quotations
- 7.0 Law
- 8.0 Labour Law

Part C Preparation of Quotation

- 9.0 Language
- 10.0 Quotation price
- 11.0 Variation solution
- 12.0 Preparation and signing of quotation

Part D Submission of Quotations

- 13.0 Submission of quotations
- 14.0 Extension of submission deadline
- 15.0 Late quotations
- 16.0 Alteration or withdrawal of quotations
- 17.0 Ownership of quotations

Part E Opening and Evaluation of Quotations

- 18.0 Opening of Quotations
- 19.0 Secrecy of the procedure
- 20.0 Clarification of quotations

Part F Awarding of Quotations

- 21.0 Award criteria
- 22.0 Cancellation of the quotation procedure
- 23.0 Notification of award and date of commencement

Part G Execution and completion

- 24.0 Delays in execution
- 25.0 Breach of contract

Part H Miscellaneous

- 26.0 Ethics clauses / corruptive practices
- 27.0 Data Protection and Freedom of Information Act
- 28.0 Gender equality
- 29.0 Intellectual and industrial property rights
- 30.0 Medical, insurance and security arrangements

Part I Terms of Reference

Part J Forms

**Minimum Requirements
Document A**

Quantity	1 (ONE)
General:-	Network Switch
Delivery required:-	1 Week from date of order
Description	Specification
Ports	24 10/100Base-TX RJ-45 Auto-MDI/MDI-X ports
Gigabit Ports	2 10/100/1000Mbps ports share with 2SFP interfaces
System Configuration	Manageable through web interface or other
Port Configuration	Port speed duplex mode selection. Flow control disable/enable. Port disable/enable. Port description on each port.
VLAN	18/26 port-based VLAN groups / 32 IEEE 802.1Q VLAN groups / MTU VLAN
Port Trunking	Support 2 groups of 4-port trunk support, up to 800Mbps bandwidth per trunk.
Port Mirroring	Allows monitoring of the traffic across any port in real time.
QoS	Allow to assign low/high priority on each port. First in First out, All-High-before-Low, Weight-Round-Robin QoS policy.
Warranty	3-years on-site warranty parts and labor.

Quantity	1 (ONE)
General:-	Network Switch
Delivery required:-	1 Week from date of order
Description	Specification
Ports	48 10/100Base-TX RJ-45 Auto-MDI/MDI-X ports
Gigabit Ports	2 10/100/1000Mbps ports share with 2SFP interfaces
System Configuration	Manageable through web interface or other
Port Configuration	Port speed duplex mode selection. Flow control disable/enable. Port disable/enable. Port description on each port.
VLAN	18/26 port-based VLAN groups / 32 IEEE 802.1Q VLAN groups / MTU VLAN
Port Trunking	Support 2 groups of 4-port trunk support, up to 800Mbps bandwidth per trunk.
Port Mirroring	Allows monitoring of the traffic across any port in real time.
QoS	Allow to assign low/high priority on each port. First in First out, All-High-before-Low, Weight-Round-Robin QoS policy.
Warranty	3-years on-site warranty parts and labor.

Quantity	9 (NINE)
General	24 Port Patch Panel
Delivery required	1 Week from date of order
Description	Specification
Type	UTP

Quantity	2 (TWO)
General	24 Port Patch Panel
Delivery required	1 Week from date of order
Description	Specification
Type	STP

Quantity	100 (ONE HUNDRED)
General	Network Dual Wall Mount
Delivery required	1 Week from date of order
Description	Specification
Type	UTP

Quantity	20 (TWENTY)
General	Network Dual Wall Mount
Delivery required	1 Week from date of order
Description	Specification
Type	STP

Quantity	15 (FIFTEEN)
General	Cable Management
Delivery required	1 Week from date of order
Description	Specification
Dimension	1U

Quantity	25 (TWENTY-FIVE)
General	Cable Roll
Delivery required	Immediately upon selection
Description	Specification
Length	Each box must contain 300meters
Type	Un-shielded CAT 5E

Quantity	3 (THREE)
General	Cable Roll
Delivery required	Immediately upon selection
Description	Specification
Length	Each box must contain 300meters
Type	Shielded CAT 5E

Quantity	3 (THREE)
General	Power Distribution Unit
Delivery required	1 Week from date of order
Description	Specification
Power units	Must contain 10 power outputs
Type	Rack Mountable

Part A - Instructions to Applicants

1.0 General instructions

In submitting a quotation, the applicant accepts in full and in its entirety, the content of this quotation document, including subsequent clarifications issued by Heritage Malta, whatever his own corresponding conditions may be, which he hereby waives. Applicants are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. Failure to submit a quotation containing all the required information and documentation within the deadline specified may lead to the rejection of the quotation.

2.0 Timetable

	DATE	TIME*
Deadline for submission of quotations / Quotations Opening Session	17 th September 2010]	12:00 (noon)
* All times Central European Time (CET)		

3.0 Eligibility

- 3.1** Participation in this quotation is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 75 of LN177/2005.
- 3.2** Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 49 of the Public Contracts Regulations, 2005 (Legal Notice 177 of 2005) may be excluded from participation in and the award of contracts. Applicants or candidates who have been guilty of making false declarations will also incur financial penalties representing ten per cent (10%) of the total value of the total value of the contract being awarded.
- 3.3** All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.
- 3.4** Submission or participation by an applicant in more than one quotation for a contract will result in the disqualification of all those quotations for that contract in which the party is involved.
- 3.5** A company may not apply for a given contract both individually and as a partner in a joint venture/consortium.
- 3.6** A company may not apply for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another applicant, or joint venture/consortium.
- 3.7** A company may act as a sub-contractor for any number of applicants, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

4.0 Costs for preparing quotations

No costs incurred by the applicant in preparing and submitting the quotation shall be reimbursable. All such costs shall be borne by the applicant. In particular, if proposed experts were interviewed, all cost shall be borne by the applicant.

Part B - Quotation Documents

5.0 Content of quotations

All quotations submitted must comply with the requirements in the quotation dossier and comprise the **Quotation Submission Form** and the **Breakdown of Costs in Euro** duly executed in the form provided as well as any other requested information. Each offer must contain one (1) original, clearly marked "Original", two (2) copies, each marked "Copy". Failure to respect these requirements will result in the rejection of the quotation.

6.0 Clarifications/explanations before the deadline for submission of quotations

The quotation dossier should be clear enough to avoid candidates invited to apply from having to request additional information during the procedure. If Heritage Malta, either on its own initiative or in response to the request of a prospective candidate, provides additional information on the quotation dossier, it will send such information in writing to all other candidates at the same time.

7.0 Law

By submitting their quotations, applicants are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the quotation and the resulting contract.

8.0 Labour Law

Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

Part C - PREPARATION OF QUOTATION

9.0 Language

The quotation and all correspondence and documents related to the quotation exchanged by the applicant and Heritage Malta must be written in English. Supporting documents and printed literature furnished by the applicant may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the quotation, the English language will prevail.

10.0 Quotation Price

10.1 The quotation price must cover the whole of the works as described in the quotation documents.

10.2 The applicant must provide a breakdown of the overall price in Euro (€).

10.3 Applicants must quote all components of the price inclusive of taxes, customs and

import duties, and any discounts. Except as may otherwise be provided for in the contract, no payment will be made for items or services which have not been quoted.

- 10.4** If the applicant offers a discount, the discount must be absorbed in the rates provided.
- 10.5** The prices for the contract, must include all of the works or items to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the **Terms of Reference**.
- 10.6** The budget available for this quotation is [€ 5,800.00 VAT included

11.0 Variation solution

- 11.1** Variant solutions will be accepted, in addition to the main solution.
- 11.2** Such variant proposals must contain all the details necessary for their thorough evaluation, including drawings, design calculations, technical specifications, bills of quantities and proposed construction methods, as applicable.
- 11.3** Any variant solution must comprise:
- an individual quotation for the variant solution;
 - a demonstration of the advantages of the variant solution over the initial solution, including a quantifiable justification of any economic and/or technical advantages;
 - the drawings and specifications provided for in the initial solution which are not affected by the variant solution;
 - the drawings and specifications affected by the variant solution;
 - a technical note on the design of the variant solution, and, where appropriate, drawings and calculations.
- 11.4** Such variants will be scored separately, and Heritage Malta may take them into account when:
- the variants are submitted by the applicant submitting the main solution which has been considered as the most economically advantageous quotation in the evaluation; and
 - the variants meet the requirements specified by the quotation document, attaining at least the minimum quality and performance required.

12.0 Preparation and signing of quotation

- 12.1** The applicant's submission must be typed in, or handwritten in indelible ink and signed by a person or persons empowered by the power of attorney.
- 12.2** The quotation must contain no changes or alterations, other than those made in accordance with instructions issued by Heritage Malta (issued as clarification notes) or necessitated by errors on the part of the applicant. In the latter case, corrections must be initialled by the person signing the quotation.
- 12.3** The quotation will be rejected if it contains any alteration, tampering, addition or deletion to the quotation documents not specified in a clarification note issued by Heritage Malta.

Part D - SUBMISSION OF QUOTATIONS

13.0 Submission of quotations

- 13.1** Quotations including the **Quotation Submission Form**, the **Breakdown of Costs in Euro** and supporting documents must be submitted in English, specifying the **quotation number** and the **quotation title**. Quotations must be received before the deadline specified in **Article 2.0** and be submitted:

EITHER

by **recorded delivery** (official postal service) or hand delivered to:

Conservation Projects Office
Heritage Malta Conservation Division
Triq il-Missjoni Taljana,
Bighi, Kalkara KKR 9030
MALTA

OR

to the following e-mail address:

anastasia.anastasi@gov.mt and john.f.galea@gov.mt

Quotations submitted by any other means will not be considered.

13.2 Any variant proposal/s must be clearly marked "variant".

14.0 Extension of submission deadline

Heritage Malta may, at its own discretion, extend the deadline for submission of quotations by issuing a clarification note in accordance with **Article 6.0**. In such cases, all rights and obligations of Heritage Malta and the applicant regarding the original date specified in the contract notice will be subject to the new date.

15.0 Late quotations

15.1 All quotations received after the specified deadline for submission will be kept by Heritage Malta.

15.2 No liability can be accepted for late delivery of quotations. Late quotations will be rejected and will not be evaluated.

16.0 Alteration or withdrawal of quotations

16.1 Applicants may alter or withdraw their quotations by written notification prior to the deadline for submission of quotations. No quotation may be altered after this deadline.

16.2 Any notification of alteration or withdrawal must be prepared, marked with "alteration" or "withdrawal" and submitted in accordance with **Article 14.0**.

17.0 Ownership of quotations

Heritage Malta retains ownership of all quotations received. Consequently, applicants have no right to have their quotations returned to them.

Part E - Opening and Evaluation of Quotations

18.0 Opening of Quotations

18.1 At the quotation opening, the applicants' names, the quotation prices, variants, written notification of alterations and withdrawals and any other information Heritage Malta may consider appropriate will be published.

18.2 Quotations marked "withdrawal" will be read out first and returned to the applicant.

19.0 Secrecy of the procedure

- 19.1** No information about the examination, clarification, evaluation or comparison of quotations or decisions about the contract award may be disclosed before the notification of award.
- 19.2** Any attempt by an applicant to approach any member of the Evaluation Committee/Heritage Malta directly during the evaluation period will be considered legitimate grounds for disqualifying his quotation.

20.0 Clarification of quotations

- 20.1** When checking and comparing quotations, the evaluation committee may ask an applicant to clarify any aspect of his quotation.
- 20.2** Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the quotation, except to correct arithmetical errors discovered by the evaluation committee when analysing the quotations.

Part F - Award of Quotations

21.0 Award Criteria

- 21.1** This quotations shall be evaluated and awarded on the basis of the following prioritised criteria:
- Specifications requested
 - Price
 - Delivery Dates
- 21.2** Heritage Malta reserves the right to reject any, all or any part of all quotations even those which are most advantageous in terms of price.

22.0 Cancellation of the quotation procedure

In the event of cancellation of the quotation procedure, applicants will be notified of the cancellation by Heritage Malta. If the quotation procedure is cancelled before the opening of any quotation, the unopened and sealed quotations will be returned to the applicants.

23.0 Notification of award and date of commencement

Heritage Malta will notify the successful applicant, in writing, that his quotation has been recommended for award and will notify when works are to commence/items are to be supplied as per **Terms of Reference**.

Part G – Execution and completion

24.0 Delays in execution

- 24.1** If the Contractor does not perform the services within the period of execution specified in the contract, Heritage Malta shall, without formal notice and without prejudice to its other 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.

- 24.2** The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of execution.
- 24.3** If these liquidated damages exceed more than fifteen per cent (15%) of the contract value, Heritage Malta may, after giving notice to the Contractor and having obtained prior approval of the Central Government Authority:
- (a) terminate the contract; and
 - (b) complete the services at the Contractor's own expense.
- 24.4** Without prejudice to the above the Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:
- (a) extra or additional services ordered by Heritage Malta;
 - (b) exceptional weather conditions in the country of Heritage Malta which may affect installation or erection of the supplies;
 - (c) physical obstructions or conditions which may affect execution of the services, which could not reasonably have been foreseen by a competent contractor;
 - (d) administrative orders affecting the date of completion other than those arising from the Contractor's default;
 - (e) failure of Heritage Malta to fulfil its obligations under the contract;
 - (f) any suspension of the execution of the services which is not due to the Contractor's default;
 - (g) *force majeure*;
 - (h) any other causes referred to in these conditions which are not due to the Contractor's default.
- 24.6** Within fifteen (15) days of realising that a delay might occur, the Contractor shall notify Heritage Malta of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Contractor and Heritage Malta, within thirty (30) days provide Heritage Malta with comprehensive details so that the request can be examined.
- 24.7** Within thirty (30) days Heritage Malta shall, by written notice to the Contractor, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

25.0 Breach of Contract

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 five per cent (5%) 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.

Part H – MISCELLANEOUS

26.0 Ethics clauses / corruptive practices

- (a) Any attempt by an applicant to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or Heritage Malta during the process of examining, clarifying, evaluating and comparing quotations will lead to the rejection of its quotation and may result in administrative penalties.
- (b) The applicant must not be affected by any potential conflict of interest and shall have no particular link with other applicants or parties involved in the project.

- (c) Heritage Malta reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with Heritage Malta.

27.0 Data Protection and Freedom of Information Act

- 27.1** Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by Heritage Malta without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 27.2** The provisions of this contract are without prejudice to the obligations of Heritage Malta in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Heritage Malta, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of Heritage Malta in terms of the Act.

28.0 Gender equality

In carrying out his/her obligations in pursuance of this contract, the applicant shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Applicants are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

29.0 Intellectual and industrial property rights

- 29.1** All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of Heritage Malta. The Contractor shall, upon completion of the contract, deliver all such documents and data to Heritage Malta. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of Heritage Malta.
- 29.2** The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from Heritage Malta, without the prior written consent of Heritage Malta.
- 29.3** Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of Heritage Malta, which may use, publish, assign or transfer them as it deems fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

30.0 Medical, insurance and security arrangements

31.0 NOT APPLICABLE

Part I – TERMS OF REFERENCE

The Terms of Reference should be tailor-made of the specific project. The highlighted sections must be completed with the information indicated, or deleted, as appropriate for a service, supply or works contract. In the final version, please remember to delete this paragraph, and substitute the yellow highlighting with a transparent background.

TABLE OF CONTENTS

1.0 General information

- 1.1 Relevant background information on Heritage Malta
- 1.2 Communications

2.0 Contract objectives and expected results

- 2.1 Overall objectives
- 2.2 Specific objectives
- 2.3 Results to be achieved by the Contractor

3.0 Scope of the work

- 3.1 General
- 3.2 Project description
- 3.3 Specific activities
- 3.4 Project management

4.0 Assumptions and risks

- 4.1 Assumptions underlying the project intervention
- 4.2 Risks
- 4.3 Insurance

5.0 Logistics and timing

- 5.1 Location
- 5.2 Working hours
- 5.3 Commencement date & period of execution
- 5.4 Delivery dates

6.0 Requirements

- 6.1 Personnel and other experts
- 6.2 Support staff & backstopping
- 6.3 Facilities to be provided by Heritage Malta
- 6.4 Facilities to be provided by the Contractor

7.0 Supplies

- 7.1 Samples
- 7.2 Inspection and Testing
- 7.3 Non-Conforming Materials and Work
- 7.4 Clearing away all waste and debris
- 7.5 Guarantee
- 7.6 After-Sales Service

8.0 Reports

8.1 Reporting requirements

8.2 Submission & approval of progress reports

9.0 Monitoring and evaluation

9.1 Definition of indicators

9.2 Special requirements

10.0 Contract price and methods of payment

10.1 Contract price

10.2 Methods of payment

10.3 Tax and customs arrangements

10.4 Retention sum

1.0 General information

1.1 Relevant background information on Heritage Malta

N/A

1.2 Communications

N/A

2.0 Contract objectives and expected results

2.1 Overall objectives

The overall objectives of the project of which this contract will be a part are as follows:

N/A

2.2 Specific objectives

The objectives of this contract are as follows:

N/A

2.3 Results to be achieved by the Contractor

N/A

3.0 Scope of the work

3.1 General

N/A

3.2 Project description

N/A

3.3 Specific activities

N/A

3.4 Project management

N/A

4.0 Assumptions and risks

4.1 Assumptions underlying the project intervention

N/A

4.2 Risks

N/A

4.3 Insurance

N/A

5.0 Logistics and timing

5.1 Location

N/A

5.2 Working hours

N/A

5.3 Commencement date & Period of execution

N/A

5.4 Delivery

- The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- The packaging shall become the property of the recipient subject to respect for the environment.
- Delivery required as noted in minimum specs sheet.

6.0 Requirements

6.1 Personnel and other experts

N/A

6.2 Support staff & backstopping

N/A

6.3 Facilities to be provided by Heritage Malta

N/A

6.4 Facilities to be provided by the Contractor

N/A

7.0 Supplies

7.1 Samples

N/A

7.2 Inspection and testing

N/A

7.3 Non-Conforming materials and work

- Heritage Malta shall, during the progress of the works, have the power to order the removal within such reasonable time or times as may be specified in the order, of any materials which in his opinion are not in accordance with the specifications or his instructions; the substitution of proper materials; and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the requirements of Heritage Malta.
- In case of default on the part of the Contractor to carry out such orders, Heritage Malta shall have the power to employ and pay other persons to carry out such work and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him, or may be deducted from any monies due or that may become due to him.

7.4 Clearing away all waste and debris

N/A.

7.5 Guarantee

- The guarantee shall cover the works including materials, fittings, and/or equipment, and/or furniture for a minimum period of **36 months** or for longer periods against any defects due to faulty workmanship and materials.
- The guarantee period shall commence from the date of the Certificate of Acceptance issued by Heritage Malta once all works have been carried out in accordance with the requirements specified in this Request for Quotation.
- Should the Contractor fail to replace, make good or repair defects in the works, or in case of default, Heritage Malta, shall reserve the right to engage Third Parties to amend and make good such defects, faults or damages or to carry out all necessary works. All such expenses incurred shall be borne by the Contractor and shall be deducted from the contracted price.

7.6 After-Sales Service

- The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 3 years.

8.0 Reports

8.1 Reporting requirements

N/A

8.2 Submission & approval of progress reports

N/A

9.0 Monitoring and evaluation

9.1 Definition of indicators

N/A

9.2 Special requirements

N/A

10.0 Contract price and methods of payment

10.1 Contract price

The threshold budget for this procurement is _____ **Euros** (€ 5,800.00 inclusive of VAT).

10.2 Methods of payment

- Payments will be made in Euro.

10.3 Tax and customs arrangement

- Contracted prices shall be inclusive of VAT and all other taxes.

10.4 Retention Sum
N/A

Part J – FORMS

QUOTATION SUBMISSION FORM

Quotation reference:

Quotation title:

A QUOTATION SUBMITTED BY

	Name(s) of applicant(s)	Nationality
Leader		
Partner 2*		
Etc ... *		

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this quotation procedure. If this quotation is being submitted by an individual applicant, the name of the applicant should be entered as 'leader' (and all other lines should be deleted)

B CONTACT PERSON (for this quotation)

Name	
Address	
Telephone	(____) _____
Mobile	(____) _____
Fax	
E-mail	

