



**Provision of Clerical Services at the Lotteries & Gaming Authority**

**Request For Quotation(RFQ)**

**Reference Number: LGA/CS2/12**

**Date of Publication: 26<sup>th</sup> August 2012**

**Closing Date: 27<sup>th</sup> September 2012**

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## **Section 1**

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### **1. Scope**

The Lotteries and Gaming Authority (the 'LGA') is issuing this Request for Quotation (the 'RFQ') to identify Bidders interested in providing:

#### **Clerical Services (RFQ Reference No: LGA/CS2/12)**

#### **1.1. Procedure**

This RFQ is being issued in line with the Public Procurement Regulations 2010 (Legal Notice 296 of 2010).

This RFQ is being issued as an OPEN procedure and LGA shall determine the award of the RFQ on the basis of the lowest price compliant with specifications.

#### **1.2. Timetable**

	<b>Date</b>
<b>Publication of RFQ</b>	26 <sup>th</sup> August 2012
<b>Deadline for request for any clarifications from LGA</b>	11 <sup>th</sup> September 2012
<b>Last date on which clarifications are issued by LGA</b>	20 <sup>th</sup> September 2012
<b>Deadline for Submission of Quotation of Services by the Bidders</b> (the 'Deadline for Submission')	27 <sup>th</sup> September 2012 (Noon)
<b>Publication of the recommended Bidder/s*</b>	28 <sup>th</sup> September 2012
<b>Contract Signature*</b>	19 <sup>th</sup> October 2012

\*Provisional date

#### **1.3. Quotation Format**

**1.3.1.** All bidders to this RFQ (the 'Bidders') are to submit their quotation of clerical services according to the terms of the RFQ (the 'Quotation') using the format defined in Section 4 of this RFQ, and must include the 'Bidders' Declaration' herein attached as Appendix I, duly completed and signed.

**1.3.2.** Bidders may include any additional information required to clarify their Quotation, as appendices to their submission.

#### **1.4. Additional information before the deadline for submission of Quotations**

**1.4.1.** Bidders shall promptly notify the LGA of any ambiguity and/or discrepancy within the RFQ and any of its appendices which may be discovered upon their examination of this document.

- 1.4.2.** Bidders are to submit queries or questions in writing concerning this RFQ to the following email address until the date indicated in Section 1.2 for receipt of any clarification from LGA in Section 1.2, specifying the publication reference and the RFQ title:

**e-mail address:** [info@lga.org.mt](mailto:info@lga.org.mt)

Any request after this date will not be accepted.

- 1.4.3.** Bidders are hereby notified that any interpretations, corrections or changes to the RFQ will be notified via the LGA website <http://www.lga.org.mt>. It is the responsibility of the Bidders to visit this website and be aware of the latest information published on the LGA website prior to submitting the Quotation. Interpretations, corrections or changes made in any other manner will not be valid and Bidders shall not rely upon such interpretations, corrections and changes.

## **1.5. Language of Submission**

- 1.5.1.** The tender process shall be conducted in English. All documentation, software applications and correspondence shall be in ENGLISH ONLY.
- 1.5.2.** All products and services, including all documentation, communication and correspondence, being offered and which will be provided as a result of the award of this RFQ, are to be in ENGLISH ONLY, unless expressly stated otherwise in this RFQ.

## **1.6. Instructions on the Submission of Quotations**

- 1.6.1.** All Quotations must be deposited in a sealed envelope:
- 1.6.1.1. before the deadline for submission of Quotations as indicated in Section 1.2 as the Deadline for Submission; AND
  - 1.6.1.2. in the Tender box at Suite 1, Level 3, TG Complex, Brewery Street, Mriehel, BKR3000. Malta; AND
  - 1.6.1.3. in two (2) copies, one of which is printed and the other in digital format (PDF format). In case of any discrepancies between the electronic version and the printed version, the printed copy shall prevail; AND
  - 1.6.1.4. carrying the following information on the envelope:
    - a. The address for submission of quotations indicated above;
    - b. The reference code of the RFQ to which the Bidder is responding i.e. LGA/CS1/12;
    - c. The words "Not to be opened before the opening session of the RFQ";
    - d. The name of the Bidder.

**1.6.2.** Quotations which are submitted at a time and/or date which is after the time and/or date indicated in Section 1.2 will be rejected and will not be evaluated. No liability will be accepted for rejection of late Quotations.

**1.6.3.** Quotations submitted in a form or means which is in any way not compliant with the requirements of Section 1.6.1. will not be considered.

**1.6.4.** Quotations must comply with all the requirements as stated in this RFQ.

**1.6.5.** Bidders will be deemed to be satisfied: (i) as to the correctness and completeness of their Quotation upon its submission; (ii) to have taken account of all matters required for the full and proper performance of the prospective contract; AND (iii) to have made all considerations for all charges and other costs incurred by them in the rates and prices quoted in the Quotation. .

**1.6.6.** In submitting this Quotation, the Bidder is considered to be submitting its best and final offer.

## **1.7. Validity of Quotation**

Bidders are committed to retain the validity of the Quotation for a period of sixty (60) days from the Deadline of Submissions for the RFQ.

## **1.8. Estimated Budget**

**1.8.1.** The estimated annual budget for this RFQ is of Twenty Thousand Euro (€20,000) inclusive of VAT.

## **1.9. Extension of Deadline for Submission of Quotations**

**1.9.1.** LGA may, at its own discretion, extend the Deadline for Submission.

**1.9.2.** Any extension of deadline for submission of quotations by LGA will be notified through the website <http://www.lga.org.mt>. It is the responsibility of Bidders to visit this website and be aware of the latest information published on the LGA website prior to submitting the Quotation.

**1.9.3.** In such cases, all rights and obligations of LGA and the Bidder regarding the original date specified in this RFQ will be subject to the new date.

## **1.10. Opening of Quotations**

**1.10.1.** The Quotations will be opened by LGA officials during a public session on the date set for the Deadline for Submission.

**1.10.2.** During the public session, the Quotations will be checked *prima facie* to ensure:

- a. submission of Section 4 of this RFQ;
- b. the Quotation has been properly signed;

- c. the submitted prices are in Euro;
- d. the Quotation is in English;
- e. two copies have been submitted according to Section 1.6.1.3; AND
- f. Section 1.6.1.4 is complied with

**1.10.3.** LGA may request Bidders to clarify/rectify Section 4.2. No other rectification of incorrect and/or incomplete documentation shall be permitted.

## **1.11. Evaluation of Quotations**

**1.11.1.** The entire evaluation procedure is confidential and is to be carried out by an evaluation committee, whose participants shall be selected by the LGA (the 'Evaluation Committee'). The Evaluation Committee's decisions are collective and its deliberations shall be held in closed session. The members of the Evaluation Committee are bound to secrecy.

**1.11.2.** The Evaluation Committee shall first rank the bids based on lowest cost and shall thereafter evaluate the Quotation (Section 4) of the bidder which ranks first according to the lowest cost (the 'First-Ranked Bidder').

**1.11.3.** The Evaluation Committee may require in writing that the First-Ranked bidder provides clarifications in regard to the submitted Quotation or any part thereof. This is permitted in the interest of transparency and the equal treatment of all Bidders. In such cases, the First-Ranked Bidder requested to clarify shall not be permitted to modify the submitted Quotation.

**1.11.4.** If the Quotation submitted by the First-Ranked bidder complies with all the requirements of the RFQ, the First-Ranked Bidder shall be the bidder recommended to be awarded the contract.

**1.11.5.** In the case that the Quotation submitted by the First-Ranked Bidder does not meet the requirements set out in this RFQ, the First-Ranked Bidder's submission will be deemed to have failed to qualify and the evaluation process shall recommence with the next best-ranked bidder, in accordance with the results of the process set in Section 1.11.2 above. This process shall be repeated until: (i) the best-ranked bidder is found to be in full compliance with the RFQ; or (ii) the list is exhausted and no Quotation is found to be in compliance with the requirements.

**1.11.6.** The Evaluation Committee shall thereafter recommend the bidder (the 'Recommended Bidder') according to this RFQ.

## **1.12. Award**

**1.12.1.** This RFQ shall be awarded on the basis of the lowest price offered compliant with all the requirements.

**1.12.2.** Notification of Award shall be uploaded on the LGA website once finalised the bidder which has been awarded the tender shall be designated within this RFQ as the 'Awarded Tenderer'.

**1.12.3.** In line with Regulation 21 of the Public Procurement Regulations (reproduced below) where the estimated value of the public contract exceeds twelve thousand euro (€12,000), a period of 5 working days shall be allowed for the filing of any appeals from the Award.

(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

(2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.

(b) The award process shall be completely suspended if an appeal is eventually submitted.

(3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

(5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the

Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.

(6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

**1.12.4.** LGA reserves the right to cancel this RFQ. The LGA will incur no liability for doing so.

### **1.13. Contract**

**1.13.1.** Following the Appeal period (if applicable), the Awarded Tendered will be expected to sign a contract which shall lay down the terms of service (the 'Service Contract'). The Awarded Tenderer is expected to provide the clerical services within two (2) weeks from signing of the service contract.

## **Section 2**

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### **2. LGA Profile**

The LGA is a public regulatory body that is responsible for the governance of all forms of gaming in Malta.

The enactment of the Lotteries and Other Games Act, 2001 aims to bring all gaming activities, with the exception of land-based casinos, under one comprehensive legislative instrument. The Act also vests the Authority with a wide array of powers, thereby providing the necessary tools to implement effective regulation.

**LGA's general objectives include:**

- Protection of minors and vulnerable persons;
- Safeguarding of players' rights;
- Ensure responsible gaming in a safe environment;
- Ensure the integrity of games and gaming devices;
- Keeping gaming free from criminal activities.

**LGA's obligations include:**

- Consolidating all the regulatory functions relating to gaming activities;
- Operating a successful and a fully integrated Authority;
- Supporting the industry and its technological innovation;
- Providing authoritative and accessible information;
- Providing a one-stop-shop for licensing.

**LGA's activities include:**

- Conducting research on various aspects of gaming;
- Granting licences relating to gaming and lotteries;
- Monitoring licensed gaming;
- Collecting gaming taxes on behalf of the Government;
- Supporting good causes;
- Ensuring that the sector contributes to the country's development.

*Further information may be obtained from the following web portals:*

**Government of Malta**

<http://www.gov.mt>

**Lotteries and Gaming Authority**

<http://www.lga.org.mt>



## **Section 3**

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### **3. Objective of RFQ**

#### **3.1. Business Need**

The LGA is seeking the provision of clerical services between the date of contract signature and 30<sup>th</sup> June 2013, with the possibility to extend this service till end October 2013. The awarded tenderer shall provide its services during times which shall be communicated to it on a month-to-month basis, according to the specific needs of the LGA. For the scope of this RFQ, the LGA requires a minimum of four (4) man hours per day, excluding weekends and public holidays.

##### **3.1.1. Overview**

This section shall provide a detailed description of the main duties and responsibilities of the Awarded Tenderer's employees conducting the clerical services according to the terms of the RFQ (the 'Clerical Service Providers')

Clerical Service Providers shall:

- Be responsible for all the functions that relate to or are ancillary to the matters for which front desk receptionists are usually responsible, thereby providing service at the Authority's front desk for visitors, and staff.
- Welcome visitors, register them and make referrals to the appropriate person(s) and/or offices in the Authority's building;
- Answer the desk phone and forward the calls to the appropriate individuals , or take messages when appropriate;
- Answer inquiries made at the assigned desk ;
- Organise and distribute refreshments to visitors;
- Manage meeting room and cabinet keys;
- Handle post as per LGA procedures;
- Complete tasks requested by the Director Corporate Services;
- Spot potential or actual emergencies, and respond as instructed;
- Assist in evacuation and/or other emergency procedures as requested;
- Dress code has to be in line with the LGA dress code policy;
- Keep the Corporate Services department informed of matters relating to his/her duties;

- Assist LGA employees in filing, updating records, photocopying, typing correspondence and replying to e-mails as requested; and
- Ensure that the Policy Standards and Procedures set by the Authority are adhered to and reached in a consistent manner.

### **3.1.2. Information about the Bidders' technical capacity**

The Bidders are requested to produce evidence of their relevant experience in execution of works of a similar nature over the past three (3) years, even though current, the nature and value of the relevant contracts must also be disclosed. Current contractual commitments must also be disclosed.

The Bidders hereby agree that the Evaluation Committee may contact, as it deems necessary, the relevant parties contracted on similar works with the Bidders, with a view to obtain from such parties, an opinion of the works provided to them by the bidder/Bidders.

### **3.1.3. Payments**

For clerical services rendered to the LGA, the Awarded Tenderer shall invoice the LGA in arrears in the first week of each calendar month, which invoice shall include the daily time sheets of his/her employees.

Unless the Authority protests that the requirements of the Service Contract have not been fulfilled in writing, payments shall be made in Euro by the LGA within thirty (30) days of receipt of invoice.

### **3.1.4. Penalty**

The awarded tenderer shall be liable to a maximum penalty of one thousand Euro (€1000) if the Clerical Service Providers fail to abide to the LGA monthly service schedule. If the awarded tenderer is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome, the LGA shall consider such opinion in the light of the circumstances and the opinions of the awarded tenderer, and shall thereafter decide to what extent, if any, any deduction of the penalty shall be permitted, according to its discretion.

### **3.1.5. Confidentiality**

The Awarded Tenderer and its employees are obliged to maintain professional secrecy for the entire duration of the Service Contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential. The Awarded Tenderer and the clerical service providers accept the obligation to sign any Confidentiality Agreement that may be reasonably required by the LGA. A copy of the confidentiality agreement to be signed together with the Service Contract can be found in Appendix II.

### **3.1.6. Employment**

The Awarded Tenderer is to make sure that the Clerical Service Providers are all employed according to all the relevant laws of employment. Furthermore, the Awarded Tenderer shall be responsible to ensure that all the relevant laws of employment continue to be adhered to during the Services Contract in regard to the Employees. The tenderers are to carefully read and sign Appendix 3 of this RFQ.

### **3.1.7. Other Instructions to the Awarded Tenderer**

The Awarded Tenderer shall, at the request of the Director Corporate Services of the LGA, immediately dismiss from the LGA premises any of Clerical Service Providers who in the opinion of the Executive Management of the Authority (the 'Executive Management') are incompetent or are in any way suspected to have misbehaved at the Authority. These employees cannot return to the LGA premises without the written permission of the Executive Management.

Without prejudice to any other rights or remedies which the Executive Management may possess, the contract may be terminated, if the Contractor shall default in any one or more of the following:-

- a) If the Awarded Tenderer, without reasonable cause wholly or partly, suspends the carrying out of the services;
- b) If the Awarded Tenderer fails to proceed regularly and diligently with the services;
- c) If the Awarded Tenderer refuses or persistently neglects to comply with a written notice;
- d) If it transpires that any of the employees are not compliant with all relevant laws of employment.

### **3.1.8. Data Protection and Freedom of Information**

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). All personal data shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or service contract by the LGA without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with national and/or Community law.

The provisions of this service contract are without prejudice to the obligations of the relevant Authorities in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Such Authorities, prior to disclosure of any information to a third party in relation 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 the relevant Authority in terms of the Act.

### **3.1.9. Clerical Service Providers**

The Awarded Tenderer must make sure that the Clerical Service Providers:

- Are conversant in both English and Maltese Language;
- Are smart in appearance;
- Are computer literate;
- Hold adequate reading and writing skills; and
- Possess strong team work skills.

All Bidders must provide the Curriculum Vitae ('CVs') of the human resources that will be allocated for the provision of the clerical services. A signed declaration of interest, copy of which is in appendix 4 has to be attached with the CVs.

## Section 4

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### 4. Quotation

RFQ Ref: LGA/CS2/12

#### 4.1. Description

The LGA seeks the provision of Clerical Services.

#### 4.2. General Requirements

Bidders shall confirm adherence to the below General Requirements:

General Requirements		Bidder is to state if Quotation is Compliant / Not Compliant in the space provided below
Ref	Description	
(a)	Acceptance of Terms and Conditions	YES / NO
(b)	Bidding is being done on the whole of the quantities indicated; under no circumstances will quotations for part of the quantities required be taken into consideration	YES / NO
(c)	The bidder is an authorised service provider	YES / NO
(d)	The bidder provided the information about the tenderer's technical capacity	YES / NO
(e)	The bidder provided a minimum of 3 client reference letters. The LGA cannot form part of this reference list	YES / NO
(f)	The bidder provided the CVs of the human resources that will be allocated for the clerical services	YES / NO
(g)	The bidder shall provide the service within <b>two weeks from signing of the service contract</b>	YES / NO
(h)	The bidder agrees to provide the clerical services as outlined in this RFQ	YES / NO
(i)	The bidder confirms acceptance of the Health and Safety clause	YES / NO
(j)	The bidder completed the Bidders Declaration Appendix 1 of this RFQ	YES / NO
(k)	The bidder completed the Confidentiality Agreement forms, Appendix 2 of this RFQ	YES / NO

(l)	The bidder completed the Statement of conditions of Employment Appendix 3 of this RFQ	<b>YES / NO</b>
(m)	The bidder completed the Declaration of Interest forms Appendix 4 of this RFQ	<b>YES / NO</b>

#### 4.3. Price Schedule

<b>Price Schedule</b>		
<b>Description</b>	<b>Quantity</b>	<b>Hourly Cost in € (Inclusive of VAT)</b>
Provision of Clerical Services	Hourly Rate	
<b>Hourly Cost in € (Inclusive of VAT), and other charges as may be applicable for the supply of the services requested in this RFQ.</b>		

I, the undersigned, confirm that the values included in this Price Schedule are all quoted in *EURO*.

All prices are inclusive of VAT and other charges as may be applicable for the supply delivery of the services requested in this RFQ.

<b>Signature of Bidder</b>	<b>Name of Firm / Organisation</b>	<b>E-Mail Address</b>
<b>Full Name in Block Letters / ID Number</b>	<b>Address</b>	<b>Fax Number</b>
<b>Capacity in which Employed</b>	<b>VAT Reg. Number</b>	<b>Telephone Number</b>

## Appendix I- Bidders' Declaration

(To be completed and signed by the Bidder and submitted with the Quotation.)

I/We, the undersigned, hereby declare that:

1. We have examined, and accept in full and in its entirety, the content of the RFQ (including any subsequent clarifications) and we offer to execute, in accordance with the terms of the RFQ and the conditions and time limits laid down, the supplies and/or services as set out in the RFQ within the time-frames and at the price submitted in this RFQ.
2. We declare that none of the grounds listed in Regulation 50 of the Public Procurement Regulations apply to us, including that:
  - I. We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy.
  - II. We have not been convicted criminally, or found guilty of professional misconduct.
  - III. We have fulfilled all our payment obligations of social security contributions and other taxes.
3. We acknowledge that LGA may request us to submit signed certification from the competent authorities that none of the criteria listed in Regulation 50 of the Public Procurement regulations apply to us and where applicable, confirm the same for each member of the joint venture or consortium and/or subcontractor. We will be guided by the information published by the European Commission specifying the competent authorities within each Member States which can certify whether a Bidder is in line with Regulation 50, as would be available through the following link <<http://ec.europa.eu/markt/ecertis/login.do>> from time to time.
4. I/We will inform LGA immediately if there is any change to the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by LGA.
5. I, the undersigned, accept all the LGA conditions set out in this RFQ and waive all other terms of business.

Full Name of the Bidder  <i>(in Block Letters)</i>	
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Address			
Phone Number		Fax Number	
Organisation Registration Number or ID Number		VAT Number	Reg. Number
E-Mail Address			

Name of Authorised Signatory of the Bidder .....

Signature.....

Date.....



## **Appendix II – Confidentiality Agreement**

***A separate form has to be completed by both the tenderer and its employees***

The Service Provider and the Clerical Services Providers shall not without the Authority's prior written permission hold any material interest of the Lotteries and Gaming Authority.

The Service Provider and the Clerical Services Providers shall at all times conduct the service on behalf of the Lotteries and Gaming Authority in a transparent and honest manner.

### **INTERNET USE**

The Clerical Services Providers who make use of the Internet and other computer systems in order to carry out their service are to take reasonable care to ensure that the LGA's systems are not compromised by viruses or hacks or other unauthorised incursion. The use of the Internet is to be limited to clerical service.

The Clerical Services Providers are not to download material that is not connected with the clerical services and in the case of doubt the Clerical Services Providers are to consult the Corporate Services Directorate.

The use of email facilities for personal messages is allowed, provided that this does not compromise in any way the interests of the LGA and provided no downloads of any programmes or material that are objectionable, or which otherwise compromise the interests of the LGA are carried out. The LGA reserves the right to view and/or delete at any time even without the knowledge of the Clerical Services Providers any email and internet traffic.

I, \_\_\_\_\_ acknowledge that I have read and understood the above and in particular I understand that the Lotteries and Gaming Authority may terminate my service or the service of \_\_\_\_\_ (the Awarded Tenderer) and/or seek damages against me or \_\_\_\_\_ (the Awarded Tenderer) if I act in breach of these policies.

### **DATA PROTECTION**

I understand that the Lotteries and Gaming Authority processes data in my regard and I consent to the said processing in accordance with the law.

**Signed :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

### Appendix III – Statement of conditions of Employment

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.**

**Non-compliance will invalidate the contract.**

It is hereby declared that all clerical service providers engaged by this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relevant employment legislation. Furthermore, we shall comply with the Laws of Malta as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved, during the execution of the Contract, that the laws of employment or any other applicable laws have not been complied with, it is hereby being confirmed that the contract shall automatically be terminated with immediate effect, and that no claim for damages or compensation shall be raised by us.

I agree to submit a copy of the monthly payslips of the employees being selected to carry out the services and also the copies of the FS3 forms at the end of the year if so requested.

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

**Appendix IV – Declaration of Interest**

*A separate form has to be completed by both the bidder and the clerical service providers*

**Section A: Conflict of Interest**

I declare that currently there is no personal matter that might give rise to a potential and/or conflict of interest.

If potential and/or conflict of interests exists, please explain:

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

I declare that I do not have any commitments to a current or former employer, relative or friend that might affect my service with the LGA:

If any such commitments exist, please explain:

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

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

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

**Section B: Declaration of Interest**

I, \_\_\_\_\_, holder of I.D. card number \_\_\_\_\_ understand that if I, my parents, extended family members, siblings, partners (spouse or girlfriend/boyfriend) and personal friends, at any point in time have any direct or indirect interest in any way which has any connections with Operators licensed by the Lotteries & Gaming Authority, I shall be held responsible to notify and fill in a new declaration form to the Corporate Services Directorate of the Authority immediately upon having such knowledge. My declaration will subject me to a review of the properness to fulfill my service with the LGA.

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

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

**Section C: Review by the Lotteries and Gaming Authority**

All declarations were found to be true and correct

This declaration may give rise to a conflict of interest

Name & Surname: \_\_\_\_\_

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

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