

Notice Number MCST 04/2009
Closing Date **1200 hours on 29th May 2009**
Date of Publication 15th May 2009

**Website Development and Logo Design – CIA4OPM
for the Malta Council for Science and Technology**

Invitation to Tender

May 2009

AVVIZ TAL-MCST

NRU MCST 04/2009

OFFERTA GĦAL:

Website development and logo design – CIA4OPM

1. Dan l-uffiċċju jircievi offerti magħluqin u miktubin fuq formola magħmula għalhekk u skond kif speċifikat fil-formoli u fil-kundizzjonijiet mehmuża ma' l-istess formola sa nofs-in-nhar **tal-Gimgha 29 ta' Mejju 2009**.
2. Ma titqies ebda offerta jekk:-
 - a) ma tasalx għand l-MCST sal ġurnata u l-ħin imsemmijin hawn fuq;
 - b) ma tkunx miktuba fuq formola magħmula għalhekk;
 - c) (i) fil-każ ta' Kumpanija b'responsabbilita' limitata ma tkunx iffirmata minn persuna jew persuni awtorizzati/i li jiffirmaw għan nom tal-Kumpanija;
(ii) fil-każijiet l-oħra kollha ma jkunx iffirmit minn min jagħmel l-offerta;
 - d) ma jissemmewx fl-offerta ta l-indirizz postali u l-eta' min jagħmel l-offerta - fejn ikun applikabbli
3. Min jiehu l-offerta għandu meta dan ikun rikjest mill-kundizzjonijiet ta' l-offerta, jiġi biex jiffirma l-kuntratt fejn u meta jkun mitlub jagħmel hekk. Id-drittijiet tal-kuntratt iħallashom min jiehu l-appalt. Min jiehu l-appalt ikollu jħallas piena li tkun daqs il-ġaxxa fil-mija tal-valur stmat tal-kuntratt, Jekk huwa jonqos li jmur jiffirma personalment jew bi prokura, il-kuntratt għal darbtejn wara xulxin meta jkun mitlub jagħmel dan. Barra minn hekk, jekk min jagħmel l-offerta ma jagħtix xi informazzjoni u/jew dokumenti meħtieġa biex jiġi formulat il-kuntratt dan jitqies li ma jridx jiffirma l-kuntratt u b'hekk dak li jkun iffirma l-offerta jsir responsabbli personalment u jsir sugġett għal-piena msemmija hawn fuq. Ma' dan kollu min jagħmel l-offerta jibqa' responsabbli li jwettaq l-obbligi taħt il-patt u jista jkun imġiegħel iwettaq dawn l-obbligi taħt il-kundizzjonijiet li jirregolaw il-kuntratt u jkun sugġett għall-pieni li hemm imsemmija f'dawn il-kundizzjonijiet għalkemm il-kuntratt formali jkun għadu ma sarx.
4. Kull min jagħzel offerta ma jistax irreggagħha lura jew jirtiraha fiż-żmien imsemmi fil-formola relattiva ta' l-offerta. Matul dan iż-żmien, li jibda jgħodd mid-data li fiha jkun għalaq iż-żmien li jixteħtu l-offerti, dawn l-offerti jibqgħu jgħoddu u jistgħu jintlaqgħu f'kull żmien.

MCST

NOTICE NO MCST 04/2009

TENDER FOR:

Website development and logo design – CIA4OPM

1. Sealed tenders on the prescribed form and in accordance with the specification and conditions attached thereto will be received at this office up to 1200hours (noon) on **Friday 29th May 2009**.
2. No tender shall be considered unless:-
 - a) it is received at MCST on or before the date and time fixed above;
 - b) it is made on the prescribed form;
 - c) (i) in the case of a Limited Company it is signed by a person of persons duly authorised to act on behalf of the company;
(ii) in all other cases it is signed by the party tendering;
 - d) the postal address and age of the tenderer - where applicable - are stated in the tender
3. The successful tenderer shall where the conditions of the tender so specify, call to sign the contract where and when required to do so. The contract fees shall be borne by the successful tenderer. The tenderer whose offer is accepted shall incur a penalty equal to ten per cent of the estimated value of the contract should he fail to call either personally or by proxy to sign the contract for two consecutive times when requested to do so. Moreover, if the said tenderer fails to furnish information and/or documents necessary for the drawing up of the contract this shall be construed as unwillingness on the part of the tenderer to sign the contract, and shall render the signatory of the tender personally responsible and liable to the penalty aforesaid. This notwithstanding the said tenderer shall remain responsible to carry out his obligations under the agreement, and may be compelled to carry out such obligations under the conditions governing the contract and shall be subjected to the penalties specified in those conditions although a formal contract was not executed.
4. Tenderers shall not retract or withdraw their tenders for the period specified in the relative form of tender. During this period, which shall commence from the date of expiration of the time fixed for the presentation of tenders, the tenders shall remain binding and may be accepted at any time.

5. Il-MCST iżomm li tilqa' jew tirrifjuta kollha kemm huma jew parti mill-offerti li jaslulha, jew li taqşam l-appalt bejn żewġ kuntratturi jew iżjed.
 6. Il-formoli ta' l-offerta bil-ħlas tal-prezz iffissat fejn applikabli u kull tagħrif ieħor dwar il-kundizzjonijiet tal-kuntratt jistgħu jinkisbu minn dan l-Uffiċċju, f'kull gurnata tax- xogħol bejn it 8.30 ta' fil-ghodu u nofs in-nhar.
 7. Il-konferma ta' l-aċċettazzjoni tista' l-ewwel tiġi mogħtija lil min ikun ħa l-offerta bil-fomm jew b'telex, telegrammi, telefax jew l-ittra ta' aċċettazzjoni tiġi mibgħuta fi żmien għaxart ijiem (10) tax-xogħol mid-data ta' din il-konferma.
5. MCST reserves the right to accept or reject, wholly or in part, if the tenders received, or to divide the service among two or more contractors.
 6. Forms of tenders against payment where applicable of the prescribed fee and any further information regarding the conditions of the contract may be obtained on application at this office, on any working day between 8:30am and noon.
 7. Confirmation of acceptance may in the first instance be communicated to the tenderer verbally or by telex, cable, telefax, letter or other available means and in any such case the formal letter of acceptance will be despatched within a further ten (10) working days from such confirmation.

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01. Introduction

01.1 Objective

The Malta Council for Science and Technology (MCST) invites prospective Bidders to submit proposals for the following:

- the design of a project logo, and
- the design, development, maintenance and hosting of a project website.

Further details regarding the required services and terms of engagement are provided in Section 2 of this document.

01.2 Issuing Office and Awarding Authority

The contact details for matters relating to this ITT are as follows:

The CEO,
Malta Council for Science and Technology
Villa Bighi, Bighi KKR 1320
Malta
Telephone: +356 2360 2118
Fax: +356 21660341

01.3 MCST Rights and Reservations

The MCST:

1. reserves the right to cancel this ITT process without incurring any penalty or cost;
2. may, at its own discretion, decide not to select any proposal or not to award any Contract even the most advantageous offer;
3. reserves the right not to consider offers that have missing mandatory information;
4. may disqualify the Bidder if the latter does not abide by the instructions in this document.

01.4 Clarifications and Addenda

1. A Bidder requiring clarification or interpretations of the ITT document should do so in writing. The written request should reach The CEO, MCST at least four (4) days prior to the closing date of receipt of the tenders. Any request after this date will not be accepted.
2. Any interpretations, corrections or changes to the ITT document by the CEO, MCST, will be made by official addenda. Interpretations, corrections or changes made in any other manner will not be valid, and Bidders shall not rely upon such interpretations, corrections and changes.
3. No addenda shall be issued later than six (6) days prior to the last date of receipt of responses with the exception of an addendum postponing the closing date of receipt of responses or notice of withdrawal of this ITT.
4. Each Bidder shall ascertain, prior to submitting the response, that he or she has received all addenda issued and shall acknowledge their receipt in his or her response.

Clarifications and addenda will be notified through the website: <http://www.mcst.gov.mt>.

01.5 Response

Interested Bidders are requested to submit their responses using the form in Appendix B. Incomplete or incorrectly filled in forms will be disqualified.

01.6 Submissions

Each submission must be presented in the form of **one** (1) printed copy. Information supplied by the Bidder in response to this tender will be treated as confidential and all materials provided by the Bidder are non-returnable.

The closing date and time for the submission of responses to this Invitation to Tender (ITT) is **1200 hours (noon)** Malta time on **Friday 29th May 2009**. Responses and any related supplementary information are to be drawn up in English ONLY and should be clearly marked:

Website Development and Logo Design for CIA4OPM – MCST 04/2009.

The submissions are to be deposited in the tender box between the hours of 0900 and 1700 at the address indicated above. Late submissions will not be considered.

01.7 Grounds for Disqualification

The MCST may at its discretion disqualify a submission on one or more of the following grounds. If the Bidder:

- i. is bankrupt, or whose affairs are being administered by the court, who has entered into an arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- ii. is the subject of proceedings for a declaration of bankruptcy, or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
- iii. has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata;
- iv. has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of Malta or the country in which he is resident;
- v. has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is resident;
- vi. has been declared guilty of grave professional misconduct proven by any means which the Department of Contracts deems conclusive;
- vii. is guilty of misrepresentation in supplying the information required under this contract notice.

01.8 The Evaluation Methodology

The entire evaluation procedure is confidential and the Evaluation Committee meetings will be held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may not be communicated either to the Bidders or to any party.

01.9 Evaluation Criteria

Evaluation of tender submissions will be on the basis of the criteria listed below.

Criterion	Weighting
Portfolio and track record of the Bidder.	50
Quoted price	50

01.10 Publication of Results

Once the CEO approves the recommendations made by the Evaluation Committee, the MCST will advise all Bidders of the result of the evaluation.

In line with the Procurement Regulations, a period of 14 working days shall be allowed to provide for any possible appeals to be made before the next stage of the process can be proceeded with.

01.11 Appeals Board

This ITT is being published and awarded, subject to the appeals board procedure as set forth in the Financial Administration and Audit Act (Cap 174), Legal Notice No. 177 Public Contracts Regulations 2005 published in the Government Gazette No. 17775 dated 3rd June 2005. A copy of the relevant Part XIII of these regulations is being included with this ITT document.

01.12 Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force.

01.13 Data Protection Clause

The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential (Public Contracts Regulations Subsidiary Legislation paragraph 44) and intended solely for the use of this ITT process, and will not be disclosed or copied without the Bidder's consent to anyone outside the Government of Malta unless the law permits us to do so.

02. Requirements

02.1 Background – Malta Council for Science and Technology Profile

The Malta Council for Science and Technology (MCST) was established in 1989 to provide advice on Science and Technology Policy to the Government of Malta. Its current responsibilities are as follows:

- to provide policy advice to the government on Science, Technology, Research and Innovation Policy;
- to promote the EU Framework Programme for Research (FP7) in Malta;
- to manage the local R&I funding programme.

Besides the performance of its core responsibilities, the MCST regularly engages in projects and activities funded by the EU in support of its mandate, and are often requested to provide reports, information and statistics related to its area of competence.

02.2 Background – CIA4OPM Project

The Malta Council for Science and Technology (MCST) is a partner in an FP7 project titled “CIA4OPM - Optimising Policy Mix by Development of Common Methodology of Assessment of Economic Impact of RTDI Public Funding“. The MCST is the work-package leader for the dissemination of the project and is responsible, among others, for the following tasks:

- Design of a logo for the project;
- Design and development of a website for the project.

02.3 Required Services

The MCST is seeking, through this tender, to identify an organisation which can provide it with the following services:

1. The design of a logo for the project.
The design of the logo must be acceptable to the MCST and the Bidder must initially submit three different designs for consideration by the MCST. The Bidder must be prepared to make modifications to the initial submission until a satisfactory result is achieved.
2. The design, development, maintenance and hosting of a website as specified in Appendix A. The website includes some non-standard features yet it is important that it is published within a short timeframe. For this reason it is being proposed to adopt a phased approach with three stages of delivery, with each incremental version of the website going live as soon as it is finalised and tested.

02.4 Financial Quotation

Bidders are requested to quote for the following:

Initial costs

- The design and programming of the website including design of homepage and three lower-level templates;
- Initial loading and formatting of 20 pages of content including uploading of documents;
- Provision, purchasing or licensing of authorised images and any other multimedia content;
- Purchasing and first annual licensing of any software required for the proper operation of the website, whether such software belongs to the Bidder or to third parties;
- Support and fixes during the warranty period;
- Initial training in the use of the software for 2 individuals.

Recurrent costs

- Licensing of any software required for the proper operation of the website, whether such software belongs to the Bidder or to third parties;
- Hosting charges for the website;
- Domain name registration charges;
- Maintenance charges following the expiry of the warranty period.

The **initial cost** related to the development of the website is estimated to be in the region of €5,000 (inclusive of VAT).

02.5 Target Audience

The website is aimed primarily at policy-makers and managers of research funding programmes working in the area of scientific research. The wider scientific community and the general public constitute the secondary audience.

02.6 Content

The verbal content will be provided by MCST. However, the Bidder will be responsible for providing all other content such as images, photographs, etc. The Bidder shall guarantee he has rights of use for any elements of graphics, photos, designs, or other artwork included in the website, and that such rights will be legally transferred to MCST with the website.

02.7 Ownership

Ownership of all designs, content and website code developed by the Bidder on behalf of MCST through this tender rests with MCST. This does not include ownership of the Content Management System and any other software not developed specifically through this tender. The MCST will be assigned rights to use and modify the website including source code and computer programs, provided that this is for the exclusive use of MCST.

02.8 Acceptance and Warranty

Following delivery of each version of the website, MCST will conduct acceptance testing before any payment can be effected.

Following acceptance of the final version of the website by MCST, the supplier is to guarantee a three-month warranty period during which any problems will be rectified by the supplier free of charge.

02.9 Timeframes

Indicative timeframes for the planned activities are as follows:

Milestone	Target Date
Commence work	8 th Jun 09
Phase 1	
Bidder submits initial design for homepage	15 th Jun 09
Bidder / MCST agree on final design	29 th Jun 09
Domain registered and homepage published	1 st Jul 09
Phase 2	
Bidder submits website with basic functionality including at least 15 web pages for testing	17 th Jul 09
Website goes live	31 st Jul 09

Phase 3	
Bidder submits website with full functionality for testing	14 th Sep 09
Full website goes live	30 th Sep 09

02.10 Terms of Payment

Terms of payment will be as follows:

- 30% on acceptance of Phase 1 website;
- 30% on acceptance of Phase 2 website;
- 40% following successful acceptance and publication of the website.

Provision of Website Development Services to the Malta Council for Science and Technology

A.1 General Website Features

The proposed website will have the following characteristics:

1. Interactive Animated Header;
2. A two-level menu system;
3. A public area;
4. A protected area which can only be accessed by authorised users through a login feature, with the possibility of different accounts and passwords for individual users;
5. The proposed website should have an administration system which will allow a non-technical site manager to create, edit and delete user accounts;
6. Language: the website is to be developed in the English language and multi-language functionality is not required;
7. All pages shall contain a Printer Friendly Version option allowing the user to easily print webpage contents;
8. Accessibility: the site is to conform to the WAI accessibility standards;
9. The proposed website should be based on a Content Management System (CMS) which will allow a non-technical site manager to update the content of the website using an appropriate authorisation mechanism. All website pages should be updateable. The CMS should be accompanied by a user manual.

A.2 Content Management System (CMS)

The CMS should include the following functionality:

1. add / edit / delete a top-level menu item, including control of the menu item order;
2. add / edit / delete a second level menu item, including control of the menu item order;
3. add / edit / delete a page within any section at either of the above levels;
4. add / edit / delete news items, with full control of which items appear on the home page;
5. page content and formatting: page title, text, images, hyperlinks, anchors, email addresses;
6. text and paragraph formatting: font, size, colours, italics, bold, underline, justification (left, right, centred);
7. functionality for copy and paste from common office applications;
8. different predefined formatting styles, together with the facility to introduce new styles or to format content directly;
9. picture management (including the possibility to add and delete a minimum of 4 images per page) with picture preview, user control on the size and positioning of the images;
10. possibility of adding animated graphics to any page of the above mentioned levels;
11. inserting tables, and should give the user control over the layout and properties of the tables
12. the ability to upload documents onto the website;
13. manageable storage area for images and files with the possibility of creating folders for easier management.
14. preview option allowing the site manager to preview the page before publishing.

A.3 Homepage Requirements

The homepage should have the following functionality and features:

- A large image including tasteful animation such as rotating images, text fading in and out, etc; This should not be hard coded but should be manageable through the CMS;
- A news section where news items scroll automatically;
- An events section displaying events happening during a specific period as specified in 'Calendar of Events' section;
- Automatic last updated date and time.

The page must be viewable at a resolution of 800X600 or better with minimum scrolling.

A.4 Search Feature

The website is to include standard Search functionality with the ability to search and record all entries thought the site by date, content or headings.

A.5 Contact Us

The website should include a contact page listing contact details for the project. The page should also include a form (name, email, subject, comment) which will allow users to contact a nominated individual by automatically generating an email to that individual. This should also include the logos and links to the websites of the different partners in the project.

A.6 Calendar of Events Functionality

The website is to include 'calendar of events' functionality as follows:

- An event-management function allowing a non-technical site manager to add, modify and delete events;
- An events section on the homepage which displays events happening during a specific period;
- Site manager control over which events are displayed on the homepage;
- Hyperlinks from events listed on the home page will display event details;
- A function which displays a traditional calendar one month at a time, and highlights the active days where events have been scheduled. Hyperlinks from active days will display event details.

The Bidder may wish to refer to the www.era.gv.at website as a reference site the type of functionality expected.

A.7 Mailing List Functionality

The website is to include mailing list functionality as follows:

- User Subscribe / Unsubscribe function;
- Mass-mailing facility for use by the site manager;
- Mailing list management (add, edit, delete, reporting) for the site manager.

A.8 Document Repository

The website should include a document management area and publication repository with the possibility to create folders and subfolders for easy management.

The Bidder may wish to refer to the www.era.gv.at website as a reference site the type of functionality expected.

A.9 Discussion Forum

The website should include a Discussion Forum where authorised users (login required) can submit comments and view comments submitted by others. The system should make provision for at least ten separate discussion topics.

Appendix B –Tender Response Form

Provision of Website Development Services to the Malta Council for Science and Technology

Notice Number MCST 04/2009
Closing Date **1200 hours on 29th May 2009**
Date of Publication 15th May 2009

Section 1 - Details of Bidder

Organisation Name	
Registered Address	
Local Address (if different from above)	
Year organisation was founded	
Website address:	
Name of contact person	
Position of contact person	
Email address of contact person	
Telephone Number(s):	

Section 2 – Charges - Logo

Item	€ (inc.VAT)
Design of the Logo	

Section 3 – Charges - Website

Item	€ (inc.VAT)
Design and programming of the website including: <ul style="list-style-type: none">• design of homepage and three lower-level templates;• initial loading and formatting of 20 pages of content including uploading of documents;• provision, purchasing or licensing of authorised images and any other multimedia content;• support and fixes during the warranty period;• initial training in the use of the software for 2 individuals.	

Initial licensing costs of any software required for the proper operation of the website for the first year, whether such software belongs to the Bidder or to third parties (please provide itemised list).	
Annual recurrent licensing costs of any software required for the proper operation of the website, whether such software belongs to the Bidder or to third parties (please provide itemised list).	
Annual domain name registration charges	
Annual Hosting Charges including email services <ul style="list-style-type: none"> • For first 50 MB • For each additional 50 MB 	
Hourly rate for maintenance and support.	

Section 4 – Acceptance of Conditions

Please tick

I confirm acceptance of all conditions listed in Section 2 and Appendix A of this document

I confirm acceptance of conditions listed in Section 2 and Appendix A of this document with the following caveats:

Section 5 – Reference Sites

Kindly list up to 5 reference sites which you have developed.

Section 6 – Company Profile

Name of individual/company director

.....

Signature

.....

Date

.....

Appendix C – MCST Tender Regulations

MCST issues tenders in line with the Legal Notice of 2005 on Public Procurement Regulation

- 1 MCST is not bound to accept the lowest or any tender.
- 2 MCST reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more Bidders.
- 3 Any soliciting will render the Bidder'(s) proposal invalid. If evidence of canvassing is discovered after award of tender, MCST shall be entitled to cancel any agreement or contract with the offending Bidder. The Bidder will also be liable for any damages incurred by MCST directly arising from such a cancellation.
- 4 The tender will be conducted in English, and all documentation and correspondence will be in ENGLISH ONLY.
- 5 During the tender evaluation, the Bidder may be asked to supply further clarification to his proposal and any additional documentation relating to his solution.
- 6 Bidders are required to provide upon request a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with the Corporation. In those cases where Bidders intend to sub-contract part of the works, they shall, upon request, produce an authentic certificate from ETC indicating the respective Registration number of the nominated sub-contractors. Any Bidder or sub-contractor who fails to provide the required certificate when requested to do so, will not be eligible for the award of the contract.

With regard to supply contracts, MCST reserves the right to request the submission of the ETC Certificate, prior to the award of the contract, in respect of that part of the contract which may involve local labour (for example, installation, commissioning or maintenance). This will apply also in those cases where the Bidder is a foreign firm that intends to utilise local sub-contracting for the elements of the contract just mentioned. The proviso in the last sentence of the preceding paragraph shall also apply in such cases.

- 7 Bidders shall bear all costs associated with the preparation and submission of their tender and any costs incurred in preparing subsequent presentations or attendance at same. MCST shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the tender process.
- 8 Bidders are expected at all times to honour their commitment if awarded the contract. Performance monitoring of the contract will influence the adjudication of future tenders.

Appendix D – Appeals Procedure

COPY OF PARAGRAPH 83 PART XIII OF PUBLIC CONTRACT REGULATIONS, 2005 FOR THE GUIDANCE OF TENDERERS.

PROCEDURE FOR THE SUBMISSION OF APPEALS

Copy of Part XIII of Public Contract Regulations, 2005 for the guidance of tenderers.

(1) Any tenderer who feels aggrieved by a proposed award of a contract and any person having or having had an interest in obtaining a particular public supply, public service or public works contract and who has been or risks being harmed by an alleged infringement may, within fourteen working days of the publication of the decision, file a notice of objection at the Department of Contracts or the contracting authority involved as the case may be. Such a notice of objection shall only be valid if accompanied by a deposit equivalent to one per centum of the estimated tender value, provided that in no case shall the deposit be less than Lm 200 or more than Lm 25,000. The Head of a contracting authority shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The department of Contracts or the Contracting Authority involved as the case may be, shall be precluded from concluding the contract during the period of 14 working days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

(2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

- i. Any decision by the General Contracts Committee (or a Special Contracts Committee) and by a Contracting Authority, shall be made public at the Department of Contracts or at the office of the Contracting Authority prior to the award of the contract.
- ii. The notice of objection duly filed in accordance with sub-regulation (1) above shall be made public by not later than the next working day following its filing.
- iii. Within three working days of the expiry of the fourteen-day period allowed for the filing of a notice of objection, any other tenderer and any person having or having had an interest involved in the call for tenderers may register an interest in the proceedings. The registration of interest shall only be valid if accompanied by a deposit amounting to the deposit paid under sub-regulation (1) above. The tenderer who had been indicated in the adjudication decision of the Director or the Contracting Authority as the one to whom the contract was to be awarded, shall be deemed to have registered an interest but does not need to pay a deposit.
- iv. The names of the tenderers or other person having or having had an interest in obtaining a particular public contract who register an interest shall be made public on the first working day after the lapse of the time limit specified in paragraph (iii) hereof.
- v. (a) Within three working days after the publication of the list of persons who register an interest, the tenderer filing the notice of objection shall send a reasoned letter of objection explaining the objection.

(b) The letter of objection and any accompanying documentation shall be submitted in a number of copies that equals the number of tenderers with a registered interest, plus three.

(c) The letter of objection shall be made public and shall be circulated to all persons with a registered interest.
- vi. (a) Within five working days from the publication of the letter of objection, any tenderer who had registered an interest may send a reasoned reply to the letter of objection.

(b) The reply and any accompanying documentation shall be submitted in a number of copies that equals the number of tenderers with a registered interest, plus three.

(c) The reply shall be made public and shall be circulated to all tenderers with a registered interest and to all tenderers who have filed an objection.

- vii. Within ten working days of the publication of the replies the Director or the Head of the contracting authority shall prepare a report (the Analysis Report) analysing the letter of objection and the replies thereto. This report shall be circulated to the persons who file an objection and who have a registered interest. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Director of Contracts all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, analysis report, etc.
- viii. The Director shall forward all the documentation related to any appeal case to the Chairman of the Appeals Board who shall then proceed as stipulated in Part XIV of these regulations.
- ix. The Director or the Head of the contracting authority shall publish a copy of the decision of the Appeals Board at his department or at the premises of the relevant contracting authority, as the case may be. Copies of the decision shall be forwarded to the complaining tenderer, any persons who had registered or had an implied interest and, by the Director only, to the contracting authority concerned when this is one listed in Schedule 2.

(3) Complaints in terms of this Part may only be submitted in respect of public contracts awarded by Authorities listed in Schedule 1 whose value exceeds Lm 20,000.

Regulation 33 of the Public contracts Regulations, 2005 – Appeals Board

(1) There shall be established a public contracts Appeals Board to be known as the Appeals Board which shall be regulated in terms of Part XIV of these regulations.

(2) It shall be the function of the Board to hear and determine complaints submitted by any person having or having had an interest in obtaining a particular public supply, public service or public works contract and who has been or risks being harmed by an alleged infringement by those Authorities listed in Schedule 1 of these regulations and whose value exceeds €46,587 (LM20,000) in accordance with the procedures laid down in Parts XII and XIII of these regulations.

(3) Every Contracting Authority listed in Schedule 1 shall indicate in its tender documents that the award of the contract is subject to the appeals procedure as set forth in these regulations. The document shall include a copy of Parts XII or XIII, as the case may be, of these regulations for the guidance of tenderers.