

Sale 'Tale Quale' of Telephone Handsets

Bid Document



Reference Number: T087/26

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Unclassified

In this document, words importing one gender shall also include other genders.

Conditions for sale 'tale quale' of telephone handsets

1. Scope

The Malta Information Technology Agency ("MITA") is offering for sale of a whole lot, on a "tale quale" basis, of telephone handsets including non-functional sets (the "Lot") listed in Annex 1 of this document.

The handsets are being sold as-is, in their current condition and location, without any guarantee, warranty, representation or undertaking whatsoever as to functionality, performance, condition, completeness, fitness for purpose or compliance with any technical standard.

MITA gives no warranty and makes no representation, express or implied, regarding:

- operational status;
- merchantability;
- fitness for any particular purpose;
- residual value;
- compatibility with any system;
- serviceability;
- availability of spare parts;
- remaining useful life.

The type of handsets which are manifestly not working is set in Table 2 of Annex 1.

The successful bidder accepts the equipment in its existing condition together with any visible or latent defects.

2. Tendered Price

Bidders are to submit a lump price for the whole Lot detailed in Annex 1. The quoted price shall be inclusive of Value Added Tax and all other charges applicable.

A minimum price of seven thousand one hundred and twenty-five Euro (€7,125) INCLUSIVE OF VAT is being set. Offers below this price will not be considered.

All taxes, fees and expenses, permits, etc, associated with the collection of the Lot shall be borne by the buyer.

3. Inspection of Lot

Bidders are strongly encouraged to inspect the Lot prior to submitting their bid.

The Lot shall be made available for inspection at **MITA Data Centre, Old Railway Track, Santa Venera, Malta** between **Tuesday 22 September and Friday 25 September 2026** between **10:00a.m. and 12:00 noon**.

Link to site: <https://maps.app.goo.gl/39DbrVEtpyNuXmby9>

Failure by a bidder to inspect the Lot shall not relieve the bidder from any obligation arising from the submission of a bid or from the subsequent award of the Lot.

No claim shall be entertained after award on the grounds that the bidder was unaware of the condition, location, quantity or specifications of the Lot.

4. Interpretation or correction of bid documents

Bidders shall promptly notify the Malta Information Technology Agency (MITA) of any ambiguity in or discrepancy between any of the bid documents which they may discover upon examination of the bid documents.

Bidders requiring clarification or interpretation of the bid documents shall make a written request that shall reach the Senior Manager (Contracts and Legal) on email cmd.mita@gov.mt at least four (4) working days prior to the date of receipt of bids. Any request after this date will not be taken into consideration.

Any interpretations, corrections or changes to the bid documents by MITA will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and bidders shall not rely upon such interpretation, corrections and changes.

MITA may, at its own discretion, as necessary, extend the deadline for submission of bids to give bidders sufficient time to take clarification notes into account when preparing their bids.

5. Bid preparation costs

Applicants shall bear all costs associated with the preparation and submission of the bid documents. MITA shall not reimburse any fee associated with the preparation of bid documents in the event that any or all offer/s is/are rejected.

6. Submission of Bid

- (a) All bids must be submitted in one original containing the duly filled-in and signed Forms A and B that are annexed to this document.
- (b) All bids must be received by the date and time indicated hereunder and posted or left at the Agency's **Reception Desk at Gattard House, National Road, Blata I-Bajda**.
- (c) All bids' envelopes must be:
 - 1. addressed to the Senior Manager (Contracts and Legal) and
 - 2. bear only the caption "**T087/26 – Telephone Handsets: Not to be opened before deadline for submission**"

7. Deadline of Submission of Bids

Unless otherwise extended by MITA, sealed bids are to be submitted at the **MITA Reception Desk at Gattard House, National Road, Blata I-Bajda** up till **12:00 noon of Friday 9 October 2026**.

Bids received after the closing date and time will NOT be considered.

8. Opening of Bids

MITA shall open all bids in public session, soon after the deadline for submission of bids has expired. Any bidders or representatives who are present may be asked to sign a register evidencing their attendance.

A summary of bids received will be made available on <https://procurement.mita.gov.mt/>

9. Award notification

MITA shall notify the successful bidder, in writing, that his bid has been recommended for award.

Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:

1. the name of the successful bidder;
2. the recommended price of the successful bidder;
3. The reason/s for the bid not being considered.

10. Criteria for Award

The sole award criterion will be the price. The contract will be awarded to the highest priced bid submitted.

11. Payment to the Malta Information Technology Agency

The successful contractor/s shall pay to the Finance Department, MITA, the sum he/she has offered to pay within 15 days from the date of notification of acceptance of offer, and the payment shall be accepted and confirmed by the Chief Financial Officer (MITA) prior to the collection of the Lot.

12. Collection of Lot

The successful bidder shall collect and remove the whole Lot at its own cost, risk and expense.

Collection shall take place within twenty (20) calendar days from confirmation of payment, or such other period as may be approved by the Contracting Authority.

The successful bidder shall provide all labour, tools, lifting equipment, packaging, transportation and any other resources required for the collection of the Lot.

The successful bidder shall collect all items comprised in the Lot. MITA will refuse any attempt to selectively collect only particular items forming part of the Lot.

13. Failure to Collect

Should the successful bidder fail to collect the equipment within the stipulated period:

1. the award may be cancelled;
2. any sums already paid may be retained by MITA as liquidated damages;
3. the Lot may be re-advertised, sold to another bidder or otherwise disposed of without further notice.

14. Quantities

The quantities listed in Annex 1 are indicative only.

MITA reserves the right to remove items from the sale prior to collection where required for operational, legal, evidential or security reasons.

No compensation shall be due in such circumstances, provided the adjustment is reflected in the final transfer documentation.

15. Transfer of Ownership

Ownership of the Lot shall pass to the successful bidder only upon:

1. full payment of the awarded amount; and
2. physical collection of the equipment.

Until both conditions are satisfied, title shall remain vested in MITA.

16. Software Licences

The sale does not include the transfer of any software licences, subscriptions, support agreements, maintenance contracts or intellectual property rights. Any software remaining installed on the equipment is provided without licence rights and shall not be deemed to form part of the sale.

17. Health and Safety

The successful bidder shall comply with all applicable health and safety requirements during inspection, collection, loading and transportation activities.

MITA shall not be liable for any injury, loss, damage or accident arising during the collection of the Lot.

18. Environmental Compliance

The successful bidder shall be solely responsible for ensuring that any subsequent use, resale, recycling, recovery or disposal of the Lot complies with all applicable environmental legislation and waste management requirements.

Any costs associated with recycling, treatment or disposal shall be borne entirely by the successful bidder.

19. Risk and Liability

All risk in the equipment shall pass to the successful bidder upon collection.

MITA shall not be liable for any direct, indirect, incidental or consequential loss arising from the condition, use, transportation, disposal or resale of the equipment.

20. Bidder's Responsibility

The successful bidder shall be responsible for any damage that may be caused to MITA's property during the collection of the Lot.

21. Right of Refusal

MITA reserves the right to refuse any offer, even the most advantageous one.

Sale 'Tale Quale' of Telephone Handsets – T087/26

Form A – Quotation Form

With reference to this request for quotation by the Malta Information Technology Agency (MITA), and in terms of the conditions therein mentioned and those thereto,

I (name and surname) confirm that:

1. I have examined, and accept in full and in its entirety, the content of this bid document (including any subsequent Clarifications Notes issued by MITA). I hereby accept the contents thereto in their entirety, without reservation or restriction and, in submitting my/our offer, I subject myself to all the conditions involved and, in the eventuality my offer is accepted, bind myself to the prevailing conditions of contract. I also understand that any disagreement, contradiction, alteration or deviation shall lead to my quotation offer not being considered any further.
2. I shall pay the sum indicated in the Financial Form within the stipulated timeframes, and collect the whole Lot in conformity with the attached specifications and conditions.
3. I undertake that this bid shall not be retracted or withdrawn for a period of TWO calendar months from the deadline of submission of bid, inclusively but shall remain binding and may be accepted by MITA at the time during the said period of TWO calendar months.
4. I note that MITA is not bound to proceed with this invitation to quote and that it reserves the right to cancel the call for quotations. It will incur no liability towards me should it do so.

Signature

Name and Surname (in BLOCK LETTERS)

ID Number:

Contact Number:

Contact email address:

Date

Sale 'Tale Quale' of Telephone Handsets – T087/26

Form B - Financial Bid

Subject: Sale 'tale quale' of Telephone Handsets

Reference: T087/26

Amount tendered in **words**:

Euro
inclusive of VAT.

Amount tendered in **figures**:

€ inclusive of VAT.

In case of discrepancy, the amount tendered in words will prevail.

.....
Signature of Bidder

.....
Date

Contact Details:

Name and Surname

Representing

Telephone number

Email address

Sale 'Tale Quale' of Telephone Handsets – T087/26

Annex 1 - Handset Details

The Lot is composed of all items detailed in Tables 1 and 2 below.

Table 1. Number of handsets being sold 'tale quale'

Model	Quantity
Alcatel-Lucent 4019	14
Alcatel-Lucent 4029	22
Alcatel-Lucent 4038	1
Alcatel-Lucent 4039	16
Alcatel -Lucent 8028s	228
Alcatel-Lucent 8029	4

Table 2. Number of archive boxes containing non-functional handsets

Model	Number of Boxes
Alcatel-Lucent 4010	1
Alcatel-Lucent 4035	1
Alcatel-Lucent 4018, 4008	1
Alcatel-Lucent 8028s, 8029	1
Alcatel-Lucent 4029, 4028, 4038, 4020	1
Alcatel-Lucent 4019	2
Alcatel -Lucent 4039	2
Alcatel -Lucent 4029	3

Alcatel-Lucent 4019



Alcatel-Lucent 4039



Alcatel-Lucent 4029



Alcatel -Lucent 8028s



Alcatel-Lucent 4038



Alcatel-Lucent 8029

