

REFERENCE NUMBER: MGOZ Q 171/2018

**QUOTATION FOR THE HIRING AND INSTALLATION OF A PUBLIC ADDRESS
(PA) SYSTEM, FOR ROCK LEGENDS FESTIVAL AND JAZZ DO EVENT**

Date Published: Friday 27th July 2018

Quotation Opening: Friday 10th August 2018 At 10:00am CEST

Participation is free of charge

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from <http://mgoz.gov.mt>

Ministry for Gozo

Tourism and Economic Development Directorate, St. Francis Square, Victoria, Gozo VCT 1335
Tel: 22100222 Email: procurement.mgoz@gov.mt

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## SECTION 1 - INSTRUCTIONS TO BIDDERS

### 1. General Instructions

1. In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is the Hiring, Installation and Operation of PA Systems for the Rock Legends Festival and Jazz Do Event.
- 1.3 The place of acceptance shall be:

|   | Event                 | Date                                  | Time           | Place                                                       |
|---|-----------------------|---------------------------------------|----------------|-------------------------------------------------------------|
| 1 | Rock Legends Festival | Thursday 30 <sup>th</sup> August 2018 | 8.00pm-11.30pm | Zewwieqa<br>(near the<br>Boat Garages<br>in Mgarr,<br>Gozo) |
| 2 | Jazz Do Event         | Friday 31 <sup>st</sup> August 2018   | 8.00pm-11.30pm | Zewwieqa<br>(near the<br>Boat Garages<br>in Mgarr,<br>Gozo) |

and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.

- 1.4 This is a global price for service contract.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The Contracting Authority for this call is the Tourism and Economic Development Directorate.

### 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 02/08/2018 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 06/08/2018 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 10/08/2018 | 10:00am |
| * All times Central European Summer Time (CEST)                                                                                                                                                   |            |         |

### **3. Lots**

- 3.1 This quotation is not divided into lots, and quotations must be for the whole of quantities indicated. Quotations will not be accepted for incomplete quantities.

### **4. Variant Solutions**

- 4.1 No variant solutions will be accepted. Bidders must submit a quotation in accordance with the requirements of the quotation document.

### **5. Financing**

- 5.1 The project is financed from local budget funds.

### **6. Clarification Meeting/Site Visit**

- 6.1 No clarification meeting/site visit is planned.

### **7. Selection and Award Requirements**

- 7.1 In order to be considered eligible for the award of the contract, bidders must provide evidence that they meet or exceed certain minimum criteria described hereunder.

#### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering (included as part of the Bidder's Declaration). <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2A)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2A)</sup>

#### **(B) Exclusion (including Blacklisting)- information to be submitted as per attached form.(Note 2A)**

- (i) Declaration concerning exclusion grounds*
- (ii) Declaration concerning Selection Criteria -Not Applicable.*

### (C) Technical Specifications

- (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. <sup>(Note 3)</sup>
- (ii) A list of Key experts, as detailed in the Terms of Reference, as per Key Experts Form to be duly filled in and submitted with quotation document. <sup>(Note 2A)</sup>

#### **Key Expert :**

Two Sound Engineers are required during the installation and during both Events until they are concluded. The charges related with these services must be absorbed in the rates offered in the Financial bid form for the hire and installation of the lighting system.

Public employees may be recruited as experts as long as it is ascertained through the self-declaration form that they do not fall in any of the provisions laid down in the Public Administration act - Chapter 497 of the Laws of Malta -First Schedule, Code of Ethics, Article 5. This self-declaration form must be endorsed by any of the Key Experts who is also an employee within the Public Administration.

The following documents should be submitted with the Key Experts form: CVs and copies of qualifications/warrants or licenses claimed, signed Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) of the proposed key staff. All documentation is to be submitted with the bidder's offer.

### (D) Financial Offer

- (i) A filled-in Financial Bid Form <sup>(Note 3)</sup>

#### **Notes to Clause 7:**

1. **Not applicable for departmental tenders.**
2. **A) Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.**  
**B) Bidders will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.**  
**All Rectifications are free of charge.**
3. **No rectification shall be allowed. Only clarifications on the submitted information may be requested.**

### **8. Criteria for Award**

- 8.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced quotation satisfying the administrative and technical criteria.

## **9. Submission of Quotation**

The quotation must comprise the following duly completed documents, inserted in a single, sealed envelope:

- (i) Statement on Conditions of Employment
- (ii) Bidders' Details
- (iii) Bidder's Declaration
- (iv) Technical Offer
- (v) Declaration concerning Exclusion Grounds
- (vi) Key experts Forms

All quotations must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box.

All packages must bear only:

- (i) the reference of the invitation to quotation concerned;
- (ii) the name of the bidder.

The quotations must be submitted in English and deposited in the tender box **before** the deadline. Late submissions will not be accepted. They must be submitted:

EITHER by recorded delivery (courier service) or hand delivered to:

**Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo**

Quotations submitted by any other means will not be considered.

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

Bidders may alter or withdraw their quotations by written notification prior to the above deadline. No quotation may be altered after the deadline for submission.

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in the same manner as the quotation submission explained above, and the envelope must also be marked with "alteration" or "withdrawal".

Quotations will be opened in a public session on the date and time indicated in the timetable at Clause 2 at the Procurement Unit, Ministry for Gozo, St. Francis Square, Victoria, Gozo. A 'Summary of Quotations Received' will be drawn up and affixed on the Contracts notice board at the Ministry for Gozo and shall also be available to view on the Ministry's website, <http://mgoz.gov.mt/en/Pages/Procurement/Notice%20Board/Notice-Board.aspx>

Reductions or alterations to quotation prices made by bidders after submission will not be taken into consideration during the analysis and evaluation of the quotations.

The Contracting Authority reserves the right to accept or reject any quotation and/or to cancel the whole quotation procedure and reject all quotations. The Contracting Authority reserves the right to initiate a new invitation to quote.

In the event of a quotation procedure's cancellation, bidders will be notified by the Contracting Authority.

**In no circumstance will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a quotation, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## ***10. 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). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

## ***11. Gender Equality***

In carrying out his/her obligations in pursuance of this contract, the tenderer 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. Tenderers 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.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations*

#### Appeals from decisions taken after the closing date for the submissions of an offer

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;



(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### **Article 2: Notices and Written Communications**

- 2.4 Culture Office  
Tourism and Economic Development Directorate,  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo

### **Article 5: Supply of Information**

- 5.1 As per General Conditions.

### **Article 6: Assistance with Local Regulations**

- 6.1 Further to the provisions of the General Conditions, the applicable Local Council and Police permits will be acquired by the Contracting Authority.

### **Article 7: Obligations of the Contractor**

Further to the General Conditions no performance guarantee is required if the value of the contract does not exceed €10,000 excluding VAT.

### **Article 13: Medical, Insurance and Security Arrangements**

- 13.3 Further to the General Conditions, the Sound Engineers are required to man the PA Systems for sound check and to be at place of events in at all times during the hours indicated above.

The Contractor shall be responsible for the Security of the equipment on site including the provision of security personnel as s/he deems appropriate.

### **Article 14: Intellectual and Industrial Property Rights**

- 14.3 Not applicable

### **Article 15: Scope of the Services**

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference)

## **Article 16: Personnel and Equipment**

Further to the provisions of the General Conditions, the equipment used for this contract shall comply in every aspect with the Terms of Reference of this dossier. The Contractor must ensure to provide alternative equipment, with the same specifications requested in this quotation document, immediately after any possible breakdowns or any other reason which may render the equipment unusable during the rendering of services under this contract, and also must ensure that in by doing so the services are rendered as indicated in this call's conditions and without any interruptions. The Contractor must notify the Contracting Authority's representative (all relative details must be provided) immediately whenever such an instance occurs.

The Contracting Authority reserves the right to carry out inspections on the proposed equipment to ensure adherence with this call's conditions.

Any personnel engaged by the Contractor to carry out the services under this contract must be in possession of all necessary permits, qualifications and skills required to carry out such duties. Any personnel must be fully conversant with the conditions of this contract.

## **Article 18: Execution of the Contract**

18.1 The contract will commence on the date indicated by the Contracting Authority following issue of letter of acceptance and as shown in Section 4 - Terms of Reference.

18.2 The PA system shall be tested and fully operational by 04.00pm on the 30<sup>th</sup> August 2018 for the Rock Legends Festival and by 04.00pm on the 31<sup>st</sup> August 2018 for the Jazz Do Event. The Contracting Authority shall be notified at least one (1) day in advance by the Contractor with regards to his/her presence on site to complete the installation, so that its representative/s can be present during the installation. The installation services may not commence prior to the 30<sup>th</sup> August at 08:00 am and shall be dismantled by noon of Saturday 1<sup>st</sup> September 2018.

The Contracting Authority reserves the right to cancel the services required for the Rock Legends Festival by the 27<sup>th</sup> August 2018 and the services required for the Jazz Do Event by the 28<sup>th</sup> August 2018 and would not by doing so incur any changes or be liable for any damages.

However, if such activities are completely cancelled without the prior three (3) day notice, the organizers will pay not more than 20% of the sum quoted, or pro-rata per hour if one or more activity/ies, is/are cancelled.

Moreover, the Contracting Authority reserves the right to alter the date, times and location. In such cases the Contractor shall provide the same service for the amended date at no additional cost.

In the event of unforeseen bad weather, the Contractor may be instructed by organizers to provide services as indicated above to an alternative location. **In both cases the supplier shall ensure the minimum disruption possible to traffic during loading and unloading of any equipment. It is**

also required that the Contractor shall take precautionary measures to ensure safety to pedestrians, residents, private and public property and all road users whilst loading or unloading the equipment.

## **Article 19: Delays in Execution**

19.2 Further to the General Conditions, the compensation for penalty of delay shall be €20 per hour delay. Such penalty shall be charged to the Contracting Authority, upon written notification to the Contractor for each and every Contract default and if the Contractor fails to satisfactorily provide the requested services as stipulated in this Quotation Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this quotation document mainly:

- That the PA System installed is not properly checked and ready by 04.00pm during both Events of the 30th August 2018 (Rock Legends Festival) and the 31st August 2018 (Jazz Do Event) or other dates if the events are rescheduled;
- Any problem to the sound system occurs i.e. the sound system not working or disturbance in the sound;
- Assistance is not provided and any equipment not replaced within a 30 minute timeframe between 8.00pm and 11.30 pm for both events from when the Contractor is contacted. To this end the Contractor must also provide a mobile number following endorsement of the contract in order for the Contracting Authority to be able to contact him/her at the earliest.

Moreover, if the successful Contractor fails to abide by all or any of the conditions or, the standard of service provided is not to the full satisfaction of the Organisers, the latter reserves the right **not** to issue payment for the said services and the Contracting Authority reserves the right to engage other Contractors. Any extra expenses incurred, further to the contract rates, shall be borne by the Contractor and shall be made payable to the Tourism and Economic Development Directorate, Ministry for Gozo.

## **Article 20: Modification of the Contract**

20.2 Further to the General Conditions the Contracting Authority reserves the right to increase or decrease the quantities specified according to its exigencies, and would not by doing so, be held liable for any damages.

20.5 Further to the General Conditions, repetitions of Services may not exceed the 50% of the contract value to ensure that adequate lighting is provided.

20.6 Not applicable.

## **Article 24: Interim and Final Progress Reports**

24.1 Not applicable.

## **Article 26: Payments and Interest on Late Payment**

26.1 This is a global price contract.

The Contractor shall issue an Invoice for services rendered according to the price submitted on the Financial bid form. No additional requests for payment will be entertained by the Contracting Authority. Payments will be processed following checking and certification of invoice by the Contracting Authority.

### **Article 27: Pre-Financing Guarantee**

27.2 Not applicable.

### **Article 30: Revision of Prices**

30.1 No price revisions shall be allowed for this quotation.

### **Article 39: Further Additional Clauses**

The quantities shown on the Financial Bid are only indicative and where necessary may be exceeded. Moreover, the Government reserves the right not to order the whole quantity shown and would not by doing so be held liable to any damages or other costs whatsoever.

## SECTION 4 - TERMS OF REFERENCE <sup>(Note 3)</sup>

Where in this quotation document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

The scope of this contract is the hiring and installation services of a Public Address (PA) System for Rock Legends Festival and Jazz Do Event

1. The awarded contractor must provide PA system as per the following specifications:

### **Rock Legends Festival – Thursday 30<sup>th</sup> August 2018**

Line Array Speakers x 12 (6 per side)  
Dual 18inch Bass Bins x 4 (2 per side)  
Line Array Lifters x 2  
Adequate Amplification  
Front Fill Speakers x 2  
Monitors x 10  
Adequate amplification for monitors  
Digital Processing  
Digital Mixer x 1 (at least 72 channel mixer)  
UPS x 1  
4 UHF Wireless Microphones Handheld

CD Players x 1  
DI Boxes x 1  
Microphones x 6  
All the required Stands & Cables  
Transport/Setting Up/Testing/Dismantling  
Sound Engineer (at least 2 persons)

### **Jazz Do Event – Friday 31<sup>st</sup> August 2018**

Line Array Speakers x 12 (6 per side)  
Dual 18inch Bass Bins x 4 (2 per side)  
Line Array Lifters x 2  
Adequate Amplification  
Front Fill Speakers x 2  
Monitors x 10 and at least 16 Ear monitoring system (monitors must have separate feeds)  
Adequate amplification for monitors  
Digital Processing  
Digital Mixer x 1 (at least 72 channel mixer)  
UPS x 1  
Condenser microphone:-  
14 clip-on microphones for jazz ensemble

Adequate microphones for 2 drum kits  
2 UHF Wireless Microphones Handheld

CD Players x 1  
DI Boxes x 3  
3 extra Microphones  
All the required Stands & Cables  
Transport/Setting Up/Testing/Dismantling  
Sound Engineer (at least 2 persons)

### **Other Conditions:**

1. The PA systems shall be installed, tested and fully operational by 04.00pm on the 30th August 2018 for the Rock Legends Festival and by 04.00pm on the 31st August 2018 for the Jazz Do Event.
2. The Contracting Authority shall be notified at least one (1) day in advance by the Contractor with regards to his/her presence on site to complete the installation, so that its representative/s can be present during the installation.
3. The PA system shall be dismantled by the 1<sup>st</sup> September 2018 at noon.
4. The Contracting Authority shall inform the contractor the place where equipment shall be installed. The installation services may not commence prior to the 30<sup>th</sup> August 2018 at 08:00 am. The Contractor shall ensure the minimum disruption possible to traffic during loading and unloading of any equipment. It is also required that the Contractor shall take precautionary measures to ensure safety to pedestrians, residents, private and public property and all road users whilst loading or unloading the equipment.
5. The Contractor shall be responsible for the Security of the equipment on site including the provision of security personnel as s/he deems appropriate.
6. Two Sound Engineers are required to be at Zewwieqa near the boat Garages, in Mgarr, Gozo at all times during the hours indicated above. The installation shall also be continuously supervised by the Sound engineers.
7. The Contracting Authority reserves the right to cancel the services required for the Rock Legends Festival by the 27th August 2018 and the services required for the Jazz Do Event by the 28th August 2018 and would not by doing so incur any charges or be liable for any damages.
8. Moreover, the Contracting Authority reserves the right to alter the date, times and location. In such cases the Contractor shall provide the same service for the amended date at no additional cost.
9. The supplier shall ensure the minimum disruption possible to traffic during loading and unloading of any equipment. It is also required that the Contractor shall take precautionary measures to ensure safety to pedestrians, residents, private and public property and all road users whilst loading or unloading the equipment.
10. The power supply to operate the Public Address (PA) system shall be provided by Contracting Authority. However, any extensions which are required are to be supplied by the Contractor. Therefore, the Contractor is to liaise with the Contracting Authority in order to verify the length of extensions required in order for the Contractor to provide his/her service.
11. The Contractor is responsible for any damage caused to his equipment including rain or inclement weather and including any damages caused to third parties or third-party property. It is therefore the responsibility of the Contractor to have a valid **public liability insurance cover** to cover indemnity for damages to third parties and third-party property for the duration of the contract period.

12. The bidder is requested to provide a copy of the insurance cover insuring the Contractor and the Contracting Authority upon award of quotation.
13. All expenses with regards to damages to government and third-party property caused by the Contractor, his representatives, or employees in the execution of services as envisaged by this contract document shall be borne entirely by the Contractor. This includes damages which may be caused to the plants, trees, furniture, fixtures and the infrastructure along the indicated roads. During the Contract Period, the Contracting Authority shall not entertain any claims for variations, and/or re-imbusement of expenditure in connection with any damages sustained whatever the cause, nature or extent, by the Contractor's property, including furniture, plant and equipment.
14. The Contractor is to take all the necessary precautions to prevent malfunctions to the equipment and ensure a smooth operation of the system/s during the actual event. If any malfunctions are to occur during the execution of this contract, the Contractor is to be held responsible and needs to rectify in the shortest time any malfunctions to the system as also specified in Article 19 of the Special Conditions. The Contractor will be liable to penalties as indicated in this same article if the equipment provided under this contract is not replaced or repaired within the timeframes being outlined.
15. Wiring must be placed in a manner to post no hazard or danger to passersby. Cable ramps are to be installed to cover flooring cables.
16. The costs for the setting up and dismantling are deemed to be included in the rates, and hence no further payment will be made other than the quoted rates. The quoted rates are deemed to be inclusive of taxes, discounts, duty but excluding VAT.
17. The Contracting Authority reserves the right to increase or decrease the quantities indicated in the Financial Bid Form at the same awarded rates and the same conditions of the document, and would not by doing so be held liable to any damages or other costs whatsoever.
18. Payment will be effected following submission of an admissible claim for payment by the Contractor which shall be submitted to the Contracting Authority upon provision of all the services required as outlined in the Technical Specifications. The invoice will be confirmed and certified by the representative of the Contracting Authority in charge of this project prior to settlement.
19. In case of default of the terms and conditions by the Contractor, the Contracting Authority reserves the right to engage other Contractors and the Contracting authority would not by doing so, be held liable for any damages. In such a case, any extra expenses incurred, further to the contract rates, shall be borne by the Contractor.
20. Any personnel engaged by the Contractor to carry out the services under this contract must be in possession of all necessary permits, qualifications and skills required to carry out such duties. The rates submitted in the Financial Offer form will include all costs related to this contract exclusive of VAT and the Contracting Authority will not accept any additional requests for payment.
21. Any maintenance, work and repairs on the equipment are to be made by the Contractor at his expense. The Contractor is solely responsible for all matters concerning the smooth operation of the equipment and the system installed.
22. Where the Contractor has been instructed verbally by the representative of the Contracting Authority to remedy any Contract compliance failure, the Contractor shall remedy the failure immediately upon notification. The Contractor is expected to deal with, and remedy in a prompt and efficient manner, any other complaint from any relevant authorised representative of the Contracting Authority.
23. The Contractor will coordinate with the Contracting Authority throughout the period of this contract so uninterrupted service and support in accordance with the requirements requested for this event.



25. **Key Experts**

- **Sound Engineers:** The sound Engineers shall be responsible to set-up, adjust, operate and control the PA System including mixing board equipment(Key Expert).This is a key role as the sound for the musical event needs to be balanced and of a high quality.

## **TECHNICAL OFFER** (Note 3)

Where in this quotation document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

This form is to be submitted with the Bidder's offer. Bidders that fail to complete, duly sign and submit the requested information will be deemed as non compliant and will not be considered further for final adjudication.

### **DECLARATION:**

I/We declare that as part of our technical offer, we confirm that the hiring, installation and operation services of a Public Address (PA) system will be carried out in accordance with the Terms of Reference (Section 4) of the Quotation document together with all other terms and conditions thereof, and as detailed in the Financial Offer being included in our offer.

Name of Bidder / Company: .....

Signature:.....  
(the person or persons authorised to sign on behalf of the bidder)

Date:.....

## FINANCIAL BID<sup>(Note 3)</sup>

Quotation Title: QUOTATION FOR THE HIRING AND INSTALLATION OF A PUBLIC ADDRESS (PA) SYSTEM, FOR ROCK LEGENDS FESTIVAL AND JAZZ DO EVENT

Reference Number: MGOZ Q 171/2018

The prices quoted in the Financial Bid shall reflect costs for the hiring including installation, dismantling and Operation of the PA systems for two different events taking place in the same area on two consecutive days: on the 30<sup>th</sup> August 2018 : Rock Legends Festival and 31<sup>st</sup> August 2018 Jazz Do Event.

| Item No                                                                                                                           | Description                                                                                                                                                                                                                                                                                                         | Total Amount including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT<br>Amount in EURO (€) |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1.                                                                                                                                | Hiring and Installation of a Public Address (PA) System for the Rock Legends Festival on the 30th August 2018 and for the Jazz Do Event on the 31 <sup>st</sup> August 2018 as per specifications in Section 4 – Terms of Reference including all other related costs, duties, discounts & taxes but excluding VAT. |                                                                                                           |
| <b>GRAND TOTAL INCLUDING TAXES/CHARGES, OTHER DUTIES &amp; DISCOUNTS <u>BUT</u> EXCLUSIVE OF VAT (DELIVERED DUTY PAID - DDP):</b> |                                                                                                                                                                                                                                                                                                                     |                                                                                                           |

*-Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.*

*-VAT shall be paid in accordance with the applicable VAT Regulations. Please note that all economic operators are bound to abide with Financial regulations in Terms of VAT*

**\*The Contracting Authority reserves the right to increase or decrease the quantities specified according to its exigencies, and would not by doing so, be held liable for any damages.**

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

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

Name \_\_\_\_\_

ID No \_\_\_\_\_

## **BIDDER DETAILS**<sup>(Note 3)</sup>

(A separate, distinct Bidder Details Form must be submitted for EACH OPTION - if applicable - submitted)

Reference number: MGOZ Q 171/2018

**QUOTATION FOR THE HIRING AND INSTALLATION OF A PUBLIC ADDRESS (PA) SYSTEM, FOR ROCK LEGENDS FESTIVAL AND JAZZ DO EVENT**

|                                    |  |
|------------------------------------|--|
| Company's Name:                    |  |
| Contact Person's Name and Surname: |  |
| Business Address:                  |  |
| VAT Registration Number            |  |
| Telephone Number:                  |  |
| Mobile Number:                     |  |
| E-mail address:                    |  |

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

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

**Name:** \_\_\_\_\_

**ID:** \_\_\_\_\_

## BIDDER'S DECLARATION(S) (Note 3)

To be completed and signed by the bidder (including each partner in a consortium).

In response to your letter of invitation to quotation for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No MGOZ Q 171/2018 of 27/07/2018. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our quotation offer not being considered any further. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the services, as per description on the Terms of Reference and Financial Bid.
- 3 The total price of our quotation as applicable (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
€ .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 If our quotation is accepted, we undertake to provide a performance guarantee of 4% of the contract value as required by the General Conditions. **(Applicable for bids and quotations with value over €10,000.)**
- 6 We are making this application in our own right and **[as partner in the consortium led by < name of the leader / ourselves> ]** for this quotation. We confirm that we are not quoting for the same contract in any other form. **[We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].** We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the quotation procedure.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this quotation if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quotation in this procedure. We recognize that our quotation may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quotation.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize 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 the Government of Malta and the European Communities.

11 Our quotation submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation

**(a) General Information** <sup>(Note 2)</sup>

- (i) Statement on Conditions of Employment

**(b) Exclusion (including Blacklisting)- information to be submitted as per attached form.(Note 2)**

- (i) *Declaration concerning exclusion grounds*  
(ii) *Declaration concerning Selection Criteria - Not applicable.*

**(c) Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

- (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. <sup>(Note 3)</sup>
- (ii) A list of Key experts, as detailed in the Terms of Reference, as per Key Experts Form to be duly filled in and submitted with quotation document. <sup>(Note 2A)</sup>

Public employees may be recruited as experts as long as it is ascertained through the self declaration form that they do not fall in any of the provisions laid down in the Public Administration act - Chapter 497 of the Laws of Malta -First Schedule, Code of Ethics, Article 5. This self declaration form must be endorsed by any of the Key Experts who is also an employee within the Public Administration.

The following documents should be submitted with the Key Experts form: CVs and copies of qualifications/warrants or licenses claimed, signed Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) of the proposed key staff. All documentation is to be submitted with the bidder's offer.

**(d) Bidder Details Form, and Financial Offer** <sup>(Note 3)</sup>

**Notes:**

**1. Not applicable for departmental tenders.**

**2. A) Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.**

**B) Bidders will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.**

**All Rectifications are free of charge.**

**3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.**

12 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) working days, and will be free of charge, and that failure to comply shall result in our offer not being considered any further.

13 We note that the Contracting Authority is not bound to proceed with this invitation to quotation and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_

Duly authorised to sign this quotation on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
*(if applicable)* \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## Statement on Conditions of Employment

**Bidders 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 employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) 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 otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .....

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

Date: .....



**Data on Joint Venture/Consortium (Where applicable)**

|   |                                                                                                                                            |                                                                        |
|---|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1 | Name                                                                                                                                       | .....                                                                  |
| 2 | Managing Board's Contact Details                                                                                                           | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i> | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 4 | Names of Partners                                                                                                                          | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |
| 5 | Name of Lead Partner                                                                                                                       | .....                                                                  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                  |                                                                        |
|   | Place of Signature:                                                                                                                        | Date of Signature:                                                     |
|   | .....                                                                                                                                      | .....                                                                  |

Signature: .....

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

Date: .....

## POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.2) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

**Signature:** .....  
*(the person or persons authorised to sign on behalf of the Bidder)*

**Date:** .....

## DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

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Signature

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Name of Company

### **Key Experts**

The Evaluation Committee reserves the right to request the Bidders to substantiate their claims in respect to the staff proposed by requesting CVs of Key Experts, Qualifications being claimed to support requirements indicated in the Technical Specifications and signed Self-Declaration Forms (relating to conflict of interest), during the evaluation stage. Copy of CVs, Qualifications, licenses or any other related documentation, are to be submitted with the Bidder's offer. Key Experts shall also submit filled-in Statement of Exclusivity and Availability (as per specimen).

| Key Expert          | Name of Expert | Nationality | Age | Educational Background | Specialist Area of Knowledge | Indicate details of the Qualifications, Warrants or License as applicable | Languages and Degree of Fluency (VG; G; W)* |
|---------------------|----------------|-------------|-----|------------------------|------------------------------|---------------------------------------------------------------------------|---------------------------------------------|
| Sound Engineer No1  |                |             |     |                        |                              |                                                                           |                                             |
| Sound Engineer No 2 |                |             |     |                        |                              |                                                                           |                                             |

\*( Very Good; Good; Weak)

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

Name in Block Capitals: \_\_\_\_\_

Position in Company/Firm: \_\_\_\_\_

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

**DECLARATION FORM**

**TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT/PERSONNEL WHO IS EMPLOYED WITH THE PUBLIC ADMINISTRATION**

**PUBLICATION REF: MGOZ Q 171/2018**

I, the undersigned, hereby declare that I do not have any Conflict of Interest as defined in the Public Administration Act, Chapter 497 of the Laws of Malta - First Schedule, Code of Ethics, Article 5.

I also declare that, I am not engaged in another project or in a position which may give rise to a possible private or personal interest sufficient to influence or appear to influence the objective exercise of my duties as public employee.

By making this declaration, I understand that as a public employee I shall avoid any financial or other interest or undertaking, which could directly or indirectly compromise the performance of my duties as public employee.

I am fully aware that the onus to disclose any possible conflict of interest lies solely on me and I shall be responsible to disclose any foreseen conflict of interest to my seniors/head of organization within one week from when the need arises as well as inform the Contractor accordingly.

Furthermore, I confirm that I shall also abide by the provisions laid down in Article 21 - Ethics Clauses of the General Rules Governing Tendering.

**Name of Key Expert:** .....

**Signature:** .....

**Date:** .....

**STATEMENT ON EXCLUSIVITY AND AVAILABILITY  
TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED**

**PUBLICATION REF: MGOZ Q 171/2018**

I, the undersigned, hereby declare my exclusivity and availability in the above-mentioned quotation procedure in case of award. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this quotation is successful, namely:

| From                          | To                          |
|-------------------------------|-----------------------------|
| .....<br><start of period 1 > | .....<br><end of period 1 > |
| .....<br><start of period 2 > | .....<br><end of period 2 > |
| <etc>                         | <etc>                       |

I confirm that during the above period(s) I am not engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this quotation.

Furthermore, should this Bidder be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other quotation procedures and contracts and that the notification of award of contract to the Bidder may be rendered null and void.

**Name of Key Expert:** .....

**Signature:** .....

**Name of Bidder:** .....

**Date:** .....