



REFERENCE NUMBER: MGOZ Q 151/2017

**QUOTATION FOR THE HIRING AND INSTALLATION OF LIGHTING  
SYSTEMS, FOR CHRISTMAS ACTIVITIES IN VICTORIA, GOZO**

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Date Published: 27<sup>th</sup> October 2017

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Quotation Opening: 10<sup>th</sup> November 2017 At 10:00am CET

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**Participation is free of charge**

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**IMPORTANT**

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

**Ministry for Gozo**

St. Francis Square, Victoria, Gozo VCT 1335  
Tel: 22100222 Email: [procurement.mgoz@gov.mt](mailto:procurement.mgoz@gov.mt)

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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 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 of the following services;
- Lot 1 - Lighting system for Christmas activity on the 2<sup>nd</sup> of December;
  - Lot 2 - Lighting system for Christmas activity on the 23<sup>rd</sup> of December.
- 1.3 The place of acceptance and time-limits for the execution of the contract of the hiring and installation services shall be Independence Square in Victoria, Gozo, for the activity on the 2<sup>nd</sup> December, and Independence Square, Republic Street, and Fortunato Mizzi Street (up till the juncture with John F Kennedy Square) in Victoria, Gozo, for the activity on the 23<sup>rd</sup> December 2017 and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price 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<br>procurement.mgoz@gov.mt | 2 <sup>nd</sup> November 2017  | Noon  |
| Last date on which additional information are issued by the Contracting Authority                                                                       | 6 <sup>th</sup> November 2017  | Noon  |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                   | 10 <sup>th</sup> November 2017 | 10:00 |
| * All times Central European Time (CET)                                                                                                                 |                                |       |

## 3. Lots

- 3.1 This quotation is divided into lots. Bidders may submit a quotation for one lot only, or all of the lots
- 3.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The bidder must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration.

3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9

#### **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. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. <sup>(Note 2)</sup>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2)</sup>

##### **(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) Technical Specifications**

- (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. (Note 3)
- (ii) **Literature** as per Form marked 'Literature List' may be requested during the adjudication stage to supplement the technical offer submitted. If requested, the Literature must be submitted within 3 working days of being notified to do so. <sup>(Note 3)</sup> If Literature is not submitted within the specified timeframe, offer will not be considered further.

***Tenderers are NOT requested to supply Literature and Samples at Publication Stage. Should the Tender Evaluation Committee deem that Literature and/or Samples are required to supplement the technical offer already submitted, such a request will be sought from the Tenderer during the Adjudication Stage.***

***Should the tenderer submit Literature and Samples at Publication Stage, such items/information shall NOT be taken into consideration***

#### **(D) Financial Offer**

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)<sup>2000</sup>** for the services tendered. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form<sup>(Note 3)</sup>

#### **Notes to Clause 7.1:**

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
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) Minimum Hourly Worker's Costs form
- (vi) Declaration concerning Exclusion Grounds

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 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 bidder must have a valid public liability insurance during the execution of the contract period.

### **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 endorsement of the contract and as shown in Section 4 - Terms of Reference.
- 18.2 The period of execution of the contract will be on the 2<sup>nd</sup> of December 2017, and the 23<sup>rd</sup> December 2017 for Lots 1 and 2 respectively.

In case the event is cancelled the Contracting Authority reserves the right to cancel the services required by the 29<sup>th</sup> of November 2017, in the case of the event of the 2<sup>nd</sup> December 2017, and the 20<sup>th</sup> December 2017, in the case of the event of the 23<sup>rd</sup> December 2017, and would not by doing so incur any changes or be liable for any damages.

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

- 19.2 Further to the general conditions, the compensation for penalty of delay shall be €100 per hour delay/ and or contract default up to a limit of 20% of the contract price. 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 Tender document mainly:
- That the lighting is not installed as per specifications stipulated in the quotation document;
  - That all lighting systems are not properly checked and ready during the inaugural function of the 2<sup>nd</sup> December, and the Christmas Parade of the 23<sup>rd</sup> December;
  - Any problem in the lighting systems relating to parts of it not lighting properly or not lighting at all;
  - For the event of the 23<sup>rd</sup> December the Contractor does not provide the required assistance within 0.5 hours between 06:30 pm and 11:00 pm. 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, the Contracting Authority reserves the right to engage other Contractors and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor.

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

- 20.1 As per General Conditions.
- 20.5 As per General Conditions
- 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, per Lot. 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.

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

Not applicable.

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

- 30.1 As per General Conditions.

## **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.

Wiring must be placed in a manner to post no hazard or danger to passers by. Cable ramps are to be installed to cover flooring cables.

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

Where in this tender 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 Lighting for Independence Square on the 2<sup>nd</sup> of December 2017, and of Lighting for Independence Square, Republic Street, and Fortunato Mizzi Street (up until the juncture with John F Kennedy Square) on the 23<sup>rd</sup> December 2017.

### **Lot 1 - Lighting for Independence Square on the 2<sup>nd</sup> December 2017**

#### **Stage Area**

##### ➤ **Key Lights**

4 X 2kw Fresnel warm white lights including barn doors or equivalent on wind up stands or truss system.

##### ➤ **Overhead lights**

6 X 1kw par 64 soft warm white light including barn doors or equivalent on a truss system to obtain a more distributed light for the musicians.

➤ The lights must be dimmable to obtain the desired lighting on stage.

➤ Diffused filters are to be used to achieve a softer lighting on stage.

#### **Seating Area**

➤ 8 X 1kw par 64 on wind up stands or truss system.

#### **Operator**

➤ An operator is required to man the lighting system for the event between 07:30 pm and 10:30 pm or until the event is concluded. The charges related with this service must be absorbed in the rate offered in the Financial bid form for the hire and installation of the lighting system.

#### **Generator**

➤ A super silent generator (including consumption costs that must be borne by the contractor) must also be provided capable to power all lighting during the event.

### **Lot 2 - Lighting for Independence Square, Republic Street, and Fortunato Mizzi Street (up until the juncture with John F Kennedy Square) on the 23<sup>rd</sup> December 2017**

Lighting for the Christmas Parade to be held on the 23<sup>rd</sup> December 2017 must include the following:

➤ 4 Led White Lighting of 100Watts Flood Lights on Stand or fixtures with equivalent light output, covering stage area for Independence Square.

- 46 floodlights 1000w halogen or equivalent from San Gakbu Church in Republic Street up to Fortunato Mizzi Street in junction with J.F.Kennedy Square. These floodlights are to provide white lighting.

#### **Power Supply**

- Application and Installation of Enemalta Temporary Power Box c/w Earth electrode - including application and consumption fees.

#### **General Specifications**

- All lighting systems shall be installed, tested and fully operational for both events by 05:00 pm on both dates. The Contracting Authority shall be notified at least 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 lighting system for the inaugural event on the 2<sup>nd</sup> December 2017 shall be dismantled by the 3<sup>rd</sup> December at noon, and the lighting system for the Christmas Parade on the 23<sup>rd</sup> December 2017 shall be dismantled by the 24<sup>th</sup> December at noon. The installation services may not commence prior to the 2<sup>nd</sup> December at 08:00 am for the inaugural event on the same date, and not prior to the 20<sup>th</sup> December at 8.00am for the Christmas parade to be held on the 23<sup>rd</sup> December. 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.
- Where an operator is required, it is envisaged that they are on their specified locations at all times during the hours indicated above.
- 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.

The awarded contractor may be requested to provide a copy of the insurance policy being indicated in this dossier upon endorsement of contract. The bidders may also be requested, at evaluation stage, to submit a copy of the insurance certificate or an undertaking by an insurance company or insurance broker to insure the bidder as stipulated in the quotation document if the latter is awarded the contract.

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-imburement of expenditure in connection with any damages sustained whatever the cause, nature or extent, by the contractor's property, including furniture, plant and equipment.

- The Contracting Authority reserves the right to cancel the services required by the 29<sup>th</sup> November 2017 in the case of the inaugural event, and the 20<sup>th</sup> December 2017 in the case of the Christmas Parade and would not by doing so incur any changes or be liable for any damages.

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.

- 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.

- 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.
- 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.
- 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.
- 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.
- 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 and the Contracting Authority will not accept any additional requests for payment.
- 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.
- 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.
- 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.

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## LITERATURE LIST

List of literature to be submitted within 3 working days from when notified to do so:

| Item | Description                                                                                                                                                                                                                                                                | Reference in Quotation Document |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1.1  | Manufacturer's Technical Literature of the Lighting System, for both Lots (as applicable), clearly indicating adherence to the Technical specifications issued in this Quotation Document. The literature should include a coloured photo/image of the item being offered. | Section 4: Terms of Reference   |
| 1.2  | Copy of the insurance certificate or an undertaking by an insurance company or insurance broker to insure the bidder as stipulated in the quotation document if the latter is awarded the contract.                                                                        | Section 4: Terms of Reference   |

## TECHNICAL OFFER (Note 3)

Where in this tender 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 and installation services will be carried out in accordance with the Terms of Reference (Section 4) of the Tender Dossier together with all other terms and conditions thereof, and as detailed in the Financial Offer, for the Lot/s being offered in our submission.

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 SERVICES OF LIGHTING SYSTEMS, FOR CHRISTMAS ACTIVITIES IN VICTORIA, GOZO

Reference Number: MGOZ Q 151/2017

### Financial Bid Breakdown

| LOT No. | Description                                                                                                                                                | Total Amount including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT<br>Amount in EURO (€) |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Lot 1   | Lighting for Independence Square on the 2nd December 2017                                                                                                  |                                                                                                           |
| Lot 2   | Lighting for Independence Square, Republic Street, and Fortunato Mizzi Street (up until the juncture with John F Kennedy Square) on the 23rd December 2017 |                                                                                                           |

-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

**-Bidders may submit a quotation for one lot only, or both lots.**

\*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 151/2017

Quotation for the hiring and installation of Lighting systems for Christmas Activities in Victoria, Gozo

|                                    |  |
|------------------------------------|--|
| 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 151/2017 of 27/11/2017. 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 per LOT as applicable (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
LOT 1: € .....  
  
LOT 2: € .....
- 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 authorised 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 recognise 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 recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by 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>

Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. (Note 3)

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

**Notes:**

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
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

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.  
Non-compliance will invalidate the contract.**

It is hereby declared that all 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 tenderer)*

Date: .....

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

|   |                                                                                                                                            |                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 1 | Name                                                                                                                                       | .....                                                                          |
| 2 | Managing Board's Contact Details                                                                                                           | Address: .....<br>.....<br><br>Telephone: ..... Fax: .....<br><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><br>Telephone: ..... Fax: .....<br><br>Email: ..... |
| 4 | Names of Partners                                                                                                                          | (i) .....<br><br>(ii) .....<br><br>(iii) .....<br><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:<br>.....                                                                                                               | Date of Signature:<br>.....                                                    |

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

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 2.0) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

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

**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