



REFERENCE NUMBER: MGOZ Q 268/2018

QUOTATION FOR THE HIRING AND INSTALLATION OF LIGHTING SYSTEM  
FOR THE GOZO CARNIVAL ACTIVITIES 2019

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Date Published: Friday 30<sup>th</sup> November 2018

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Quotation Opening: Friday 14<sup>th</sup> December 2018 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

Tourism and Economic Development Directorate, 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 installation and operation of a lighting system for Carnival Activities 2019 across main streets in Victoria, Gozo. The Contractor is to make the necessary arrangements for the electricity supply. Any meter rentals and Electricity consumption will be borne by the Contractor.
- 1.3 The place of acceptance of the service shall be at Republic Street (Near Barrakka) up to Banca Giuratale and from St. Jacob Church to Banca Giuratale (both streets around Independence Square), from Villa Rundle up to Republic Street (Near Barrakka) and at Independence Square, Victoria, Gozo, the time-limits for delivery shall be between the Friday 1<sup>st</sup> March 2019 to Tuesday 5<sup>th</sup> March 2019 both days inclusive and the INCOTERM2000 applicable shall be Delivery (Duty Paid).
- 1.4 This is a lump-sum 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)                                                                                                  | 04/12/18   | 9.00am  |
| Deadline for request for any additional information from<br>the Contracting Authority<br>Clarifications to be sent via email on<br>procurement.mgoz@gov.mt | 06/12/2018 | Noon    |
| Last date on which additional information are issued by the<br>Contracting Authority                                                                       | 10/12/2018 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the<br>General Rules Governing Tendering)                   | 14/12/2018 | 10:00am |
| * All times Central European Time (CET)                                                                                                                    |            |         |

## 3. Lots

This quotation is not divided into lots and bids must be for the whole of the quantities indicated. Bids 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 A site visit is planned is scheduled for Tuesday 4<sup>th</sup> December 2018 at the Culture Office, Banca Giuratale, Independence Square, Victoria, Gozo .

## 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. <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 <sup>(Note 2A)</sup>

- (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** :A valid Wireman Licence A and/or Licence B who shall act as an operator and must in possession of a valid Wireman Licence A and/or Licence B as appropriate is required during the installation and to man the lighting system during all the Commemorations/Events until the Commemoration/Event is concluded. The charges related with this services must be absorbed in the rate offered in the Financial bid form for the hire and installation of the lighting system.

Copy of licence of the wireman is to be submitted at tendering stage. <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.

- (iii) **Literature** as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. **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.** <sup>(Note 2B)</sup>

#### **(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) Literature as per literature list
- (vii) Key Experts Form with any applicable declarations

All quotations must be received by the 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 Bidder 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. Bidders 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  
Banca Giuratale  
Independence Square  
Victoria, Gozo

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

- 5.1 As per General Conditions.

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

- 6.1 As per General Conditions.

### **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 installation shall be continuously supervised by an electrician in possession of a valid Wireman Licence A and/or Licence B as 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**

18.2 The duration and execution of the contract are defined in Section 4 (Terms of Reference).

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

19.2 Further to the General Conditions, the compensation for penalty of delay shall be €20 per hour delay and/or contract default up to a limit of 10% 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 Quotation document mainly:

- That the Lighting Systems installed are not properly checked and ready for the execution of the contract period;
- Any problem to the light system occurs i.e. the light system not working or flickering of the lights;
- Assistance is not provided and any equipment not replaced within a thirty (30) minute timeframe 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, 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.

The Directorate reserves the right to cancel, reject any order awarded and not honored within the delivery date indicated by contract.

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

20.1 As per General Conditions.

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

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

24.1 Not applicable.

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

26.1 This is a lump sum contract.

Payment will be effected following completion of the contract and presentation of invoice by the contractor to be certified by the Contracting Authority.

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

27.2 Not applicable.

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

30.1 Revision of prices shall not be allowed for this contract.

## **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 (Note 3)

Where in this Quotaion 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 of Lighting Services for the Gozo Carnival Activities 2019

- The awarded contractor must provide a lighting system as per the following specifications:

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item No 1:</b> | Minimum of 16 Floodlights of 1000W halogen or alternative lighting technology with equivalent or better lumens output - White wash from Republic Street (Near Barrakka) up to Banca Giuratale and from St. Jacob Church to Banca Giuratale (both streets around Independence Square) using existing suspending cables. The contractor will be responsible to size the floodlights to light these streets adequately. If this is not the case, the Contracting Authority will inform the contractor to add or replace the floodlights at no extra cost. |
| <b>Item No 2:</b> | Minimum of 42 Floodlights of 1000W halogen or alternative lighting technology with equivalent or better lumens output - White wash from Villa Rundle up to Republic Street (near Barrakka) using existing suspending cables. The contractor will be responsible to size the floodlights to light the street adequately. If this is not the case, the Contracting Authority will inform the contractor to add or replace floodlights at no extra cost.                                                                                                  |
| <b>Item No 3:</b> | Minimum of 24 Floodlights of 1000W halogen or alternative lighting technology with equivalent or better lumens output - White wash at Independence Square using existing suspending cables. The contractor will be responsible to size the floodlights to light the square adequately. If this is not the case, the Contracting Authority will inform the contractor to add or replace floodlights at no extra cost.                                                                                                                                   |

- The lighting systems have to be installed, completed and tested by not later than a day prior to the beginning of each Carnival Activity. The Contractor is to provide for the lighting and operate the system as follows:

|                                     |                                  |
|-------------------------------------|----------------------------------|
| Friday 1 <sup>st</sup> March 2019   | <b>from 6.00pm till midnight</b> |
| Saturday 2 <sup>nd</sup> March 2019 |                                  |
| Sunday 3 <sup>rd</sup> March 2019   |                                  |
| Monday 4 <sup>th</sup> March 2019   |                                  |
| Tuesday 5 <sup>th</sup> March 2019  |                                  |

3. For all the items in the table listed above (item1, item2, item3), the contractor can utilise existing poles and/or make use of their own trusses/enclosure/stand.
4. The Contractor is responsible to provide electricity meter/s and to apply for such services through Enemalta. The consumption of electricity is also to be borne by the Contractor.
5. The Contractor is to provide a **stand by generator** to ensure uninterrupted service at all times during the times of the event and also to ensure the smooth running of all equipment listed above. All expenses including fuel, heavy duty cables and transportation of the generator are to be borne by the Contractor.
6. The Contractor undertakes to pay for all expenses in respect of transportation, assembly and dismantling of the system and all equipment required for the smooth running of the event. Floor wiring in public areas must be adequately covered by ramps.
7. The Contractor is responsible for any damage caused to his equipment, including damages caused to third parties. Insurance of all equipment against all risks, and third parties is the sole responsibility of the contractor.
8. If such activities are completely cancelled, the organisers will pay not more than 20% of the sum quoted, or pro-rata per hour if one or more activity/ies, is/are cancelled. In the event of unforeseen bad weather, the Contractor may be instructed by the organisers to provide services as indicated above to an alternative location.
9. It is the sole responsibility of the Contractor to obtain any necessary working permit and/or any other operating documents to deliver the task requested in this notice.
10. 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. Moreover, the defaulting Contractor may incur a penalty of 10% of contract value. (Contract value would be the amount awarded to adjudication of the tender). Said penalty will be payable to the Tourism and Economic Development Directorate, Ministry for Gozo.
11. The Contractor is to take all the necessary precautions to prevent malfunctions to the operation of the system during the actual event. If any malfunctions are to occur during this time, the companies are to be held responsible and needs to rectify in the shortest time any malfunctions to the system.
12. 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.

13. The Contractor must be covered by a valid Public Liability Insurance Certificate covering the maximum liabilities, namely of 2.5 million euro coverage, of which they must produce a copy or a declaration (covering letter from an Insurance Company, agent or broker) that a public Liability Insurance Certificate covering the maximum liabilities shall be furnished upon signing of the contract. The contractor is requested to submit a copy of the insurance policy upon award of quotation.
14. The installation and operation of the system shall be continuously supervised by an electrician in possession of a valid Wireman License A and/or License B as appropriate. A copy of the Wireman License is to be produced with the bidders' offer as well as a filled in Key experts form.
  - a. **Copy of a valid Wireman License**
  - b. **Bidders must duly fill in and submit with their offer the provided Key Experts form, listing details of the Key Expert, that is the Electrician, being indicated above.**
  - c. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. 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 all the Key Experts who are also employees of the Public Administration.
  - d. **The Curriculum Vitae outlining the qualifications being mentioned above and copies of the Qualifications/Licenses applicable must also be submitted with the offer, which should also include signed Declarations of Exclusivity and Availability forms and signed Self-Declaration forms (relating to conflict of interest and to be endorsed by Key Experts who are also employees of the Public Administration). Failure to submit this information, as per forms provided with this document, will result in the offer not being considered further.**
15. The awarded contractor will be required to sign a written agreement/contract with the organisers safeguarding all the above requirements and conditions.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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 these activities.



### LITERATURE LIST<sup>(Note 2B)</sup>

| Item | Description                                                                                                                                                 | Reference in Quotation Document |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1.1  | Manufacturer's Technical Literature of the Lighting System, clearly indicating adherence to the Technical specifications issued in this Quotation Document. | Section 4: Terms of Reference   |
| 1.2  | Copy of Wireman Licence A or Licence B                                                                                                                      | Section 4: Terms of Reference   |

## **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 and installation services of Lighting 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.

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 LIGHTING SYSTEM FOR THE GOZO CARNIVAL ACTIVITIES 2019

Reference Number: MGOZ Q 268/2018

| Item No.                                                                                                                          | Description                                                                                                                                                                       | Total Amount including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT<br>Amount in EURO (€) |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1                                                                                                                                 | Minimum of 16 Floodlights of 1000W halogen or alternative lighting technology with equivalent or better lumens output - White wash as described in Section 4 - Terms of Reference |                                                                                                           |
| 2                                                                                                                                 | Minimum of 42 Floodlights of 1000W halogen or alternative lighting technology with equivalent or better lumens output - White wash                                                |                                                                                                           |
| 3                                                                                                                                 | Minimum of 24 Floodlights of 1000W halogen or alternative lighting technology with equivalent or better lumens output - White wash                                                |                                                                                                           |
| 4                                                                                                                                 | A stand-by Generator                                                                                                                                                              |                                                                                                           |
| <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.*

\*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 268/2018

|                                    |  |
|------------------------------------|--|
| 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 268/2018 of 30/11/2018. 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 quotation.
- 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 quotation 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>
  - (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) Key Experts form and any applicable documentation and declaration (Note 2A)
  - (iii) Literature as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. <sup>(Note 2B)</sup>
  
- (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:<br>.....                                                                                                               | Date of Signature:<br>.....                                            |

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 Quotation and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.4) and clause 7(A)(v) of Section 1 - Instructions to Bidder.

**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)* |
|-------------------------------------------------------------------|----------------|-------------|-----|------------------------|------------------------------|---------------------------------------------------------------------------|---------------------------------------------|
| Electrician (in possession of Wireman License A and/or License B) |                |             |     |                        |                              |                                                                           |                                             |

\*( 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 268/2018**

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 268/2018**

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: .....