



REFERENCE NUMBER: MGOZ Q 204/2018

Quotation for the Provision of Services of Animation, Crafts and Rides for ‘Dinja tat-Tfal’, Children’s Day 2018

Date Published: Tuesday 11th September 2018

Quotation Opening: Tuesday 25th September 2018 At 10:00am CEST

Participation is free of charge

IMPORTANT

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

Ministry for Gozo

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

Quotation for the Provision of Services of Animation, Crafts and Rides for ‘Dinja tat- Tfal’, Children’s Day 2018

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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 for the Provision of services of Animation, Crafts and Rides for 'Dinja tat- Tfal', Children's Day 2018 to be held at the Gozo Sports Complex, Victoria, Gozo.
- 1.3 The place of acceptance of the service shall be at the Gozo Sports Complex, Victoria, Gozo. The time-limits for the provision of the service shall be on Sunday 16<sup>th</sup> December 2018 and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a fee based services contract.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The Contracting Authority for this quotation is the Tourism and Economic Development Directorate.

## 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 17/09/2018 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 21/09/2018 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 25/09/2018 | 10:00am |

\* All times Central European Summer Time (CEST) as applicable

## 3. Lots

- 3.1 This quotation is divided into lots. Bidders may submit a quotation for one lot only, several lots or all of the lots.
- 3.2 The bidder must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will quotations for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible.
- 3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 8.

## 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. <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) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)). <sup>(Note 2)</sup>**

Declaration concerning exclusion grounds - Blacklisting and Exclusion Form

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>

### **(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) Blacklisting and Exclusion Form
- (iii) Bidders' Details
- (iv) Bidder's Declaration
- (v) Technical Offer Form
- (vi) Financial Offer

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**

- 2.2 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 As per General Conditions.

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

- 7.8 As per General Conditions.

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

- 13.3 As per General Conditions.

### **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**

- 16.3 As per General Conditions.

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

- 18.2 The Execution of the Contract shall be rendered on Sunday 16<sup>th</sup> December 2018 or as otherwise indicated by the Contracting Authority as per 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 €25 per hour's 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.

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: Amendment of the Contract**

- 20.2 As per General Conditions.
- 20.5 Not applicable
- 20.6 Not applicable

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

- 24.1 Not applicable.

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

- 27.2 Not applicable.

## **Article 32: Breach of Contract**

As per General Conditions

## SECTION 4 - TERMS OF REFERENCE (Note 3)

### This Call for Quotation is for the Provision of Animation, Crafts and Rides for 'Dinja tat-Tfal', Children's Day 2018

| Lot No | Activity                                                                                                                                            | Time                                                                                                                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | ONE (1) Animator                                                                                                                                    | 10.00am - 12.00pm<br>12.00pm - 2.00pm<br>2.00pm - 4.00pm<br>4.00pm - 6.00pm<br>6.00pm - 8.00pm                                      | Animator to change into the below characters and mingle with children during the stipulated times:<br><br>- A popular fictional character<br><br>- A fictional character of a popular tv series<br><br>- A lead character of a popular animation film<br><br>- A popular Disney character<br><br>- A popular Disney character                                                                                                                             |
| 2      | Father Christmas Hut<br><br><br><br><br><br><br><br><br>Two (2) Animators                                                                           | 10.00am - 1.00pm<br><br>&<br><br>4.00pm to 8.00pm<br><br>10.00am to 1.00pm<br><br>&<br><br>4.00pm to 8.00pm<br><br>10.00am - 8.00pm | A wooden hut where the elf will greet Children together with Father Christmas and take photos.<br><br><br><br><br><br><br><br><br>Animator 1<br><br>Animator to dress up as an elf during the opening hours of the hut<br><br><br><br><br><br><br><br><br>Animator 2<br><br>Animator to dress up as Father Christmas to mingle with children/stay in the hut during its opening hours                                                                     |
| 3      | Rides                                                                                                                                               | 10.00am - 8.00pm                                                                                                                    | Rides and attractions to be set up which will all be supervised by animators from 10.00am till 8.00pm                                                                                                                                                                                                                                                                                                                                                     |
| 4      | 4 Animators:<br><br>2 Animators for Face and Hand Painting and Christmas Glitter Tattoos<br><br>And<br><br>2 Animators for the Crafts and Arts Area | 10.00am - 8.00pm<br><br>(every hour)<br><br>10.00am - 8.00pm<br>(every hour)                                                        | - The animators are to be dressed in a Christmas related costume and shall provide Face and Hand Painting and glitter tattoos.<br><br><br><br><br><br><br><br><br>- The two animators are to be dressed in Christmas related costumes and shall cater for around 50 children every hour with objects related to Christmas such as Christmas trees, angels, stars, baubles using paper, colours, glue, glitters, cardboard and any other related material. |

**Animation, crafts and rides for an event to be held at the Gozo Sports Complex on Sunday 16<sup>th</sup> December 2018 from 10.00am to 8.00pm**

**Lot 1**

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First animator shall change into the below characters and mingle with children during the stipulated times

- A popular fictional character (e.g. gingerbread man) **10.00am to 12.00pm**
- A fictional character of a currently popular tv series (e.g. Marshall from the TV series PAW Patrol) **12.00pm to 2.00pm**
- A lead character of a popular animation film (e.g. Olaf) - **2.00pm to 4.00pm**
- A popular Disney character (e.g. Mickey Mouse) - **4.00pm to 6.00pm**
- A popular Disney character (e.g. Minnie Mouse) - **6.00pm to 8.00pm**

The Awarded Contractor shall provide a list upon award of the contract of all the characters that will be used for its approval. The Contracting Authority may decide not to accept particular characters if these are not deemed popular with kids. The awarded contractor shall provide the costumes for all the characters.

**Lot 2**

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A Christmas wooden hut is to be set at the venue, the hut must have enough space for 5 persons and adequate internal lights. The hut must be decorated from the inside with Christmas decorations and must have an armchair where children will be able to take photos with Santa. Kids will visit the hut to take photos with Santa. The Hut is to be manned by an elf during its opening hours.

**Lot 3**

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Rides and Attractions to be set up shall all be supervised by animators from 10.00am till 8.00pm.

Rides & Attractions Required:

- A Mechanised amusement ride (eg. Merry Go Round) of not less than 4.5 meters in diameter, that can hold a minimum of 6 children up to the age of 6 years.
- A temporary inflatable structure (eg. Bouncy Castle) of not less than 4.5meters x 3 meters, that can hold a maximum of 6 kids at once up to the age of 6 years.
- A temporary inflatable structure (eg. Bouncy Castle) of not less than 5.5meters x 5.5meters for kids from 6 years upwards that can hold a maximum of 8 children at once.
- A temporary inflatable structure incorporating various uses such as a play area, tunnel and slides (e.g. Multi-play inflatable park) of not less than 6meters x 6meters for kids from 6 years upwards. This should be able to host 20 children at once.
- An inflatable structure incorporating a sports pitch of not less than 7meter x 4meters

The awarded contractor must provide a list of all the rides and attractions to be used, to the Contracting Authority for its approval. The Contracting Authority may decide not to accept a particular ride or attraction if it is not according to the specifications indicated above.

#### Lot 4

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- Two animators dressed in a Christmas related costume shall provide Face and Hand Painting and Christmas glitter tattoos from 10.00pm till 8.00pm to cater for around 50 children every hour.
- Two animators shall setup a Crafts and arts area to create objects related to Christmas such as Christmas trees, angels, stars, baubles using paper, colours, glue, glitters, cardboard and any other related material, to cater for around 50 children every hour. All related items needed for the crafts are to be provided by the Awarded Contractor.

The Awarded Contractor shall provide a list upon award of the contract of all the crafts that will be made for its approval. The Contracting Authority may decide not to accept particular crafts if these are not deemed good enough for the kids. The awarded contractor shall provide the costumes for all the animators.

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1. If the activities are completely cancelled, the Contracting Authority will inform the Contractor at least twenty-four (24) hours in advance. In this case, no payment will be due to the contractor and the contractor cannot make any claim as a result of the cancellation of the activity. Moreover, the Contracting Authority reserves the right to alter the date and times of event if circumstances so require. In such cases the contractor shall provide the same service for the amended date at no additional cost.
  2. 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.
  3. 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.
  4. 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.
  5. 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.

6. The contractor is responsible to ensure that the equipment and materials that are going to be used for this event are compliant with health and safety regulations. In view of this, contractor has also to ensure that such equipment and materials are properly maintained, do not pose a hazard to physical health and safety, and that all staff are properly instructed, trained and when necessary supervised in Health and Safety procedures.
7. Contractor is also responsible to ensure, at all times, the safety of all the people that would be present for this event. Therefore, the contractor has to ensure that all safety measures are existent during this event.
8. Any damages that may be caused to the venue, or/and to any property pertaining to third parties or/and to any equipment whatsoever that is used for this event, or/and on any physical person whilst the preparation, carrying out or finishing off of this event, shall be exclusively the responsibility of the Contractor.
9. In this respect the contractor shall be responsible to ensure that it is covered by an insurance policy with a reputable insurance company to cover any contingencies that may arise related to the event

## Technical Offer<sup>(Note 3)</sup>

**Note: 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 by the bidders with their 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, I/we confirm that the Provision of services of Animation, Crafts and Rides for 'Dinja tat- Tfal', Children's Day 2018 at the Gozo Sports Complex, in Victoria, Gozo will be carried out in accordance with the Technical Specifications, and as detailed in the Financial Offer, for all Lots being submitted in our offer.

Name of Tenderer / Company: .....

Signature:.....

Date:.....

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

## FINANCIAL BID

Quotation Title: Quotation for the Provision of Animation, Crafts and Rides for ‘Dinja tat-Tfal’, Children’s Day 2018

Reference Number: MGOZ Q 204/2018

Bidders should only include details for the Lots being submitted in their offer and mark the other areas as ‘Not Applicable’

| Lot No | Description of Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Total including Duties & Other Taxes/Charges<br><u>but</u> exclusive of VAT (Delivered Duty Paid-<br>DDP)<br><br>€ |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1      | <p>Animator to change into the below characters and mingle with children during the stipulated times (as listed in Section 4 - Terms of Reference):</p> <ul style="list-style-type: none"> <li>- A popular fictional character</li> <li>- A fictional character in a popular tv series</li> <li>- A lead character in a popular animation film</li> <li>- A popular Disney character</li> <li>- A popular Disney character</li> </ul>                                                                        |                                                                                                                    |
| 2      | <ul style="list-style-type: none"> <li>- A <b>wooden hut</b> where the elf will greet children together with Father Christmas and take photos.</li> <li>- <b>Animator 1</b></li> </ul> <p>Animator to dress up as an elf during the opening hours of the hut</p> <ul style="list-style-type: none"> <li>- <b>Animator 2</b></li> </ul> <p>Animator to dress up as Father Christmas to mingle with children/stay in the hut during its opening hours</p> <p>(as listed in Section 4 - Terms of Reference)</p> |                                                                                                                    |



|   |                                                                                                                                                                                                                                |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 3 | Ride and attractions to be set up shall all be supervised by animators from 10.00am till 8.00pm (as listed in Section 4 - Terms of Reference).                                                                                 |  |
| 4 | 4 Animators: <ul style="list-style-type: none"> <li>- 2 Animators for Face and Hand Painting and Glitter Tattoos</li> <li>- 2 Animators for the Crafts and Arts Area</li> </ul> (as listed in Section 4 - Terms of Reference). |  |

**N.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.**

**\*Quantities are only indicative and the directorate reserves the right to increase or decrease the quantities ordered according to its exigencies, and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.**

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

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

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

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

## BIDDER DETAILS

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

|                                    |  |
|------------------------------------|--|
| 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)

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 204/2018 of 11/09/2018. 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 supplies, as per description on the Financial Bid
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  

|                   |                   |
|-------------------|-------------------|
| Lot No 1 €: ..... | Lot No 2 € .....  |
| Lot No 3 €: ..... | Lot No 4 €: ..... |
- 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 10% 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 2A)</sup>
  - (i) Statement on Conditions of Employment
  
- (b) **Exclusion (including Blacklisting) and Selection Criteria** <sup>(Note 2A)</sup>
  - (i) Declaration concerning exclusion grounds - Blacklisting and Exclusion Form
  
- (c) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>  
Tenderer's Technical Offer Form <sup>(Note 3)</sup>
  
- (d) **Quotation 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 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 bidder)*

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 bidder)*

Date: .....

## POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.4) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

**Signature:** .....

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

**Date:** .....

## DECLARATION CONCERNING EXCLUSION GROUNDS

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

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Signature

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Name of Company