

IMPORTANT NOTE

Tender Guarantee

Tender Guarantee (Bid Bond) must remain valid for a period of 90 days after the deadline for submission of tenders.

Prospective Bidders are to note that the original copy of the Tender Guarantee (Bid Bond) is to be submitted by hand or by post at the Department of Contracts, Notre Dame Ravelin, Floriana FRN1600, every working day from Monday to Friday (excluding Public Holidays) up to the date indicated in clause 2 of the tender document from 08:30hrs to 12:30hrs.

Prospective Bidders are to ensure that when delivering the original copy by hand they are given a receipt.

Submission of e-tenders

If a tender needs to be submitted by an MFSA-registered organisation and other Economic Operators who qualify as per Terms of Use of the ePPS, users need to log into the ePPS with the organisation eID.

EPPS users holding a sole trader account, are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by a Joint Venture/Consortium, an account needs to be created through the ePPS for the Joint Venture/Consortium and only this account must be used to submit the tender.

In the case where a person requires submitting a tender on behalf of an entity, which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that Account registration for Sole Traders and Joint Ventures/Consortia is directly through the ePPS at www.etenders.gov.mt while MFSA-registered organisations and other Economic Operators who qualify as per Terms of Use of the ePPS must register through the MyGov website at www.mygov.mt.

Prospective Bidders are reminded that when submitting more than one option for a particular CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

Submission of Financial Offer

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. VAT shall be paid in accordance with the current VAT regulations.



REFERENCE NUMBER: MGA/04/2015

THE CONSTRUCTION, INSTALLATION & DISMANTLING OF AN ENVIRONMENTALLY COMPLIANT STAND AT EIG, EUROPEAN IGAMING CONGRESS & EXPO AT ARENA, BERLIN, GERMANY FOR THE PERIOD 20TH TO 22ND OCTOBER, 2015, AND SUBSEQUENT TRANSPORTATION, INSTALLATION & DISMANTLING AT SIGMA, SUMMIT OF IGAMING MALTA, AT INTERCONTINENTAL ARENA, ST JULIAN'S, MALTA FOR THE PERIOD 4TH TO 7TH NOVEMBER, 2015

Date Published: [Friday 12th June, 2015]

Deadline for Submission: [Wednesday 22nd July, 2015] at 09:30am CET

Tender Opening: [Wednesday 22nd July, 2015] At 10:00am CET

IMPORTANT:

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Clarifications shall be uploaded and will be available to view/download from www.etenders.gov.mt

This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

MALTA GAMING AUTHORITY

TG Complex, Suite 1, Level 3, Brewery Street, Mrieħel, Birkirkara BKR 3000 Malta. Tel: (356) 2546 9000. Fax: (356) 21446950
Email: info.mga@mga.org.mt. Web: www.mga.org.mt

The Construction, Installation & Dismantling Of an Environmentally Compliant Stand at EiG, European IGaming Congress & Expo at Arena, Berlin, Germany for the Period 20th to 22nd October, 2015, and Subsequent Transportation, Installation & Dismantling At SiGMA, Summit Of IGaming Malta, at Intercontinental Arena, St Julian's, Malta for the Period 4th to 7th November,2015

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# SECTION 1 – INSTRUCTIONS TO TENDERERS

## 1. General Instructions

- 1.1 In submitting a tender<sup>1</sup>, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Malta Gaming Authority (MGA), whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders version 1.12 dated 11 February 2015 (available from [www.etenders.gov.mt](http://www.etenders.gov.mt) under 'Resources').

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the <http://www.etenders.gov.mt> portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format, the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded / accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

- 1.2 The subject of this tender is the Construction, Installation & Dismantling of Stand at EiG, European iGaming Congress & Expo at Arena, Berlin, Germany for the Period 20th to 22nd October, 2015, Transportation, Installation & Dismantling At SiGMA, Summit Of iGaming Malta, at Intercontinental Arena, St Julian's, Malta for the Period 4th to 7th November, 2015 of the following goods;
- Construction, Installation & Dismantling of an Environmentally Compliant Stand at EiG, Berlin, Germany
  - Subsequent Transportation of Stand to Malta
  - Construction, Installation & Dismantling of Stand at SiGMA, Malta
  - Followed by Storage of stand and disposal in an environmentally friendly manner
- 1.3 The place of acceptance of the supplies/works/services shall be for the construction, installation & dismantling of stand at EiG shall be EiG, Berlin, Germany, whilst the place of acceptance of the supplies/works/services for the construction, installation & dismantling of stand at SiGMA shall be at the InterContinental Arena, Malta, however, the Malta Gaming Authority reserves the right to view the supplies at the location agreed upon by both parties prior to shipment and/or installation of the stand. The time-limits for delivery shall be as specified in the Exhibitor manual, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a lump-sum contract.
- 1.5 This call for tenders is being issued under an open procedure.

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<sup>1</sup> Unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS)

## 2. Timetable

|                                                                                                                                                                                                                                                                                                                                                  | DATE                         | TIME                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------|
| The Malta Gaming Authority reserves the right to view the works at the location agreed in writing by both parties prior to installation of stand                                                                                                                                                                                                 | Last week of September, 2015 | Between 10:00hrs and 17:00hrs |
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                                                                                                                                                   | Refer to 6.2                 | N/A                           |
| Deadline for request for any additional information from the Contracting Authority<br><b>Clarifications to be sent either:</b> <ul style="list-style-type: none"><li>• Online from <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> or</li><li>• Via email on <a href="mailto:info.mga@mga.org.mt">info.mga@mga.org.mt</a></li></ul> | 29 <sup>th</sup> June, 2015  | 12:00hrs                      |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                                                                                                                                                                | 6 <sup>th</sup> July, 2015   | 16:00hrs                      |
| Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                  | 22 <sup>nd</sup> July, 2015  | 09:30hrs                      |
| Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                              | 22 <sup>nd</sup> July, 2015  | 10:00hrs                      |

\* All times Central European Time (CET)

## 3. Lots

This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

## 4. Variant Solutions

No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

## 5. Financing

The project is financed by the Malta Gaming Authority from its local budget funds.

## 6. Clarification Meeting/Site Visit/Workshop

No clarification meeting/site visit is planned.

## 7. Selection and Award Requirement

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

### (A) Eligibility Criteria

- (i) No Bid Bond is required.
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 1.12 date 11 February, 2015
- (iii) Declare agreement, conformity and compliance with the provisions of Tender's Declaration in Tender Response Format.

- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (v) Power of Attorney (if applicable)
- (vi) Data on Joint Venture/Consortium (if applicable)

**(B) Selection Criteria**

*Financial and Economic Standing*

- (i) No evidence of financial and economic standing is required

*Proof of Technical Capacity*

Meet the following minimum requirements:

- (i) Uploading of statement showing the Tenderer's Quality Assurance Policy
- (ii) Uploading of statement of tools/equipment/machinery available to the Tenderer to be utilised in fulfilling the Terms of Reference of this contract.
- (iii) Provide data concerning subcontractors and the percentage of works to be subcontracted as per Form marked Sub-Contracting to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided.
- (iv) A list of key experts and other staff proposed for the execution of this contract as per Form marked Key Experts.

Key Expert should have a minimum of an MCAST diploma in relevant woodwork/building of stands.

Public officers and employees of government agencies and government entities of the beneficiary country; cannot be recruited as experts.

The Evaluation Committee reserves the right to request the Tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

**(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided including any drawing if applicable.
- (ii) List of Literature/Samples as per Form marked Literature/Samples if applicable to be submitted through the prescribed tender response format and by using the Tender Preparation Tool provided.

**(D) Financial Offer**

- (i) A financial offer calculated on a basis of Delivered Duty Paid (DDP) 2000 for the works tendered as per Tender Response Format. [inclusive of spare parts/after-sales services/maintenance/training as applicable]Note 3

**Notes to Clause 7.1:**

- 1. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

**8. Tender Guarantee (Bid Bond)**

No tender guarantee (bid bond) is required.

**9. Criteria for Award**

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

## SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Right of Recourse - Regulation 21 of the Public Procurement Regulations*

The procedure for the submission of appeals in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.

(b) The award process shall be completely suspended if an appeal is eventually submitted.

3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.

4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

5) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.

(b) A copy of the appeal application shall be served on the Contracting Authority and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.

(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.

(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the call for tenders shall be suspended.

6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.



## **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 1: Law and language of the contract**

1.1 The Laws of Malta shall apply in all matters not covered by the provisions of the contract.

1.2 The language used shall be English.

### **Article 2: Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- (a) the Contract,
- (b) the Special Conditions,
- (c) the General Conditions,
- (d) the Contracting Authority's technical specifications and design documentation,
- (e) the Contractor's technical offer, and the design documentation (drawings),
- (f) the total cost of the offer including a breakdown of all costs covering the works/services needed to carry out the offer in its entirety,
- (g) the tender declarations in the Tender Response Format,
- (h) any other documents forming part of the contract.

Addenda have the order of precedence of the document they are modifying.

### **Article 3: Communications**

The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Malta Gaming Authority must be written in English. Any queries should be addressed to:

Ms Claudette Mifsud  
PR & Marketing Manager  
Malta Gaming Authority  
Suite 1, Level 3, TG Complex, Brewery Street,  
Mrieħel  
Tel: 25469000  
Fax: 21446950  
Web: [www.mga.org.mt](http://www.mga.org.mt)

### **Article 4: Supervisor and Supervisor's representative**

As per General Conditions.

### **Article 5: Supply of Documents**

As per General Conditions.

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

As per General Conditions.

#### **Article 7: The Contractor's Obligations**

As per General Conditions / Contract.

#### **Article 8: Performance Guarantee**

8.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Malta Gaming Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract, shall be in force for one year.

8.2 Once the one year has elapsed, the guarantee shall become null and void.

#### **Article 9: Insurance**

9.1 The Contractor has the obligation to ensure that the stand and all its components are adequately insured and the Malta Gaming Authority shall have no responsibility with regards to the insurance of the same.

9.2 All property belonging to the Contractor remains under his custody and control at all times including while in transit to and from the exhibit area, while stored outside the exhibit space, and while it is in the confines of the exhibit space. Neither the Malta Gaming Authority, nor its agents and/or employees are responsible for the protection of the Contractor's property or from theft, damage by fire, accident, vandalism or other causes. The Contractor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Contractor.

9.3 The Contractor agrees that it will indemnify and hold the Malta Gaming Authority, its agents and/or employees harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, attorneys' fees, expenses and judgements recovered from or asserted against the Malta Gaming Authority on account of injury or damage to person or property to the extent that any such damage or injury may arise out of, or be caused, either proximately or remotely, wholly or in part, by the act, omission, negligence or misconduct on the part of the Contractor or any of its agents or employees, or when any such injury or damage is the result, proximate or remote, of the violation by the Contractor or any of its agents and/or employees or when any such injury or damage may in any way arise from or out of the execution of the service contract.

9.4 Upon request of the Exhibition Representative of the Malta Gaming Authority, the Contractor shall, at his own expense, remedy any defect in the provision of works in the event of the Contractor's failure to perform his obligation under the service contract.

9.5 The Contractor shall remain responsible for any breach of his obligations under the service contract for such period after the service has been performed.

#### **Article 10: Performance Programme (Timetable)**

10.1 The stand has to be in Berlin, so that building shall commence on Saturday 17<sup>th</sup> October 2015 at 08:00hrs and shall be fully completed by Monday 19<sup>th</sup> October 2015 at 20:00hrs. It is the responsibility of the Contractor to ensure that the on-site construction of the stand is completed by Monday 19<sup>th</sup> October 2015 at the time stipulated above. These dates and times may be varied by the event organizers and it is the responsibility of the contractor to ensure adherence.

10.2 Dismantling of stand shall commence on Thursday 22<sup>nd</sup> October 2015 at 15:30hrs and shall be completed by not later than 23:59 hrs on Thursday 22<sup>nd</sup> October 2015. Any waste or materials left for the Organiser's disposal will *be* charged back to the contractor. These dates and times may be varied by the event organizers and it is the responsibility of the contractor to ensure adherence.

10.3 The contractor will make the necessary arrangements to transfer stand to Malta in time to be installed at SiGMA (Summit of iGaming, Malta) happening between the 4<sup>th</sup> and the 7<sup>th</sup> of November, 2015. More specific details related to the programme, dates and deadlines will be available <https://maltaigamingsummit.com/>.

**Article 11: Contractor's Drawings**

The contractor must comply with the drawings provided by the Malta Gaming Authority as laid out in the addendum uploaded together with this tender document.

**Article 12: Tender Prices**

As per General Conditions.

**Article 13: Interference with Traffic**

Not Applicable.

**Article 14: Demolished Materials**

It is the Contractor's responsibility to dismantle stand with due diligence, and transfer stand to Malta in time to be installed at SiGMA (Summit of iGaming, Malta).

**Article 15: Discoveries**

Not Applicable.

**Article 16: Soil Studies**

Not Applicable.

**Article 17: Patents and Licences**

Not Applicable.

**Article 18: Commencement Date**

On signature of contract.

**Article 19: Period of Execution of Tasks**

As per Performance Programme Special Conditions, above.

**Article 20: Delays in Execution**

If contractor fails to deliver as per specified deadlines to provide the Malta Gaming Authority with the date and time to inspect components of Stand, the contractor will be liable to a penalty of 10% of the total contract price per day's delay up to a limit of €10,000.

**Article 21: Variations and Modifications**

Not Applicable.

**Article 22: Work Register**

Not Applicable.

**Article 23: Origin**

Not Applicable.

**Article 24: Quality of Works and Materials**

Not Applicable.

**Article 25: Inspection and Testing**

The Malta Gaming Authority shall inspect the components around the last week of September between 10:00hrs and 17:00hrs.

**Article 26: Ownership of Plants and Materials**

It is the contractor's responsibility to dispose of any material / components in accordance with the rules and regulation as per organizers' manual <http://www.eigexpo.com/>.

**Article 27: Payments: General Principles**

Payment will be made in Euro and unless the Authority protests that the requirements of the works provided have not been fulfilled in writing, payments shall be made by the MGA within thirty (30) days of receipt of invoice. Payment will be subject to any deductions to which the contractor may have become liable under this contract.

- 10% on commencement of stand building;
- 40% on the date of setting-up at the venue; and
- 50% one month after end of expo.

**Article 28: Pre-financing**

Not Applicable.

**Article 29: Retention Monies**

Not Applicable.

**Article 30: Price Revision**

Not Applicable.

**Article 31: Measurement**

As per general conditions.

**Article 32: Interim Payments**

As per general conditions.

**Article 33: Delayed Payments**

Once deadline has expired; the contractor may: within two (2) months of late payment, claim late-payment interest: meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight (8%) percent; on the first day of the month in which the deadline expired. The late-payment interest shall apply to the time which elapses between the date of the payment's deadline (exclusive) and the date on which the Malta Gaming Authority's account is debited (inclusive).

**Article 34: Provisional Acceptance**

Throughout the duration of the contract, the Authority's Representative shall have power, either personally or through persons acting on his/her behalf, to inspect the entire work, or any part thereof and wherever the works, or any part of the works of which he disapproves, to be altered.

**Article 35: Maintenance Obligations**

Maintenance, upkeep and cleaning of the stand is to be carried out by the contractor at least daily during the duration as well as prior to the start and following the completion of the Exhibition. This is to include:

- The cleaning of the flooring used on the stand; and
- The cleaning of the furniture including tables, chairs and sofas, and emptying of paper bins
- Replenishing of water dispensers, espresso coffee machine and soft drinks in the fridge as well as replenishing the ice bucket with ice
- Endeavour to embrace, insofar as is possible, the principles of Green Procurement and Energy Efficient practices with respect to any materials, works, equipment and consumables to be used in the execution of this contract, with an aim to reduce the carbon footprint and the energy use of the project. This may also include use of materials from 'green' sources and from energy efficient and environmentally friendly supply sources, use of re-cycled and reclaimed materials, together with other energy saving initiatives and design, energy efficient plants and work practices.

**Article 36: Dispute Settlement by Litigation**

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

**Article 37: Further Additional Clauses**

Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition there under and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of five (5%) percent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regards to all infringements, to claim actual damages incurred.

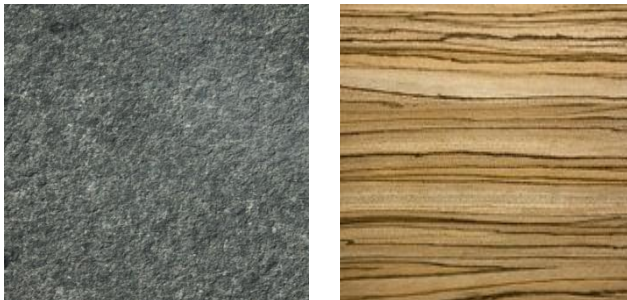
## SECTION 4 – TECHNICAL SPECIFICATIONS (Note 3)

### ***Part 1 – To be specified by the Contracting Authority in the tender document***

#### Stand Design Specifications

To design, build up and breakdown of MGA stand at the EIG Exhibition Berlin, Germany being held in October 2015. Stand is then to be transported to Malta, where it will be installed at SiGMA, Malta in November 2015.

- 1.0 Build-up of custom-designed stand of dimensions 6m x 6m island (not touching with anything and open from all sides) as per attached visuals, in any approved system, steel or wooden construction, provided that no aluminium system is visible in the finished product. Production of the stand would be of the highest quality finish, projecting the proper image of Malta Gaming Authority at this most prestigious high level event in the On-line gaming business. Goods referred to in Clause 7.0 of Section 4, provided for the fulfilment of this eventual contract will not be procured by the MGA and must be provided by the contractor for the stipulated period. They will not be retained by the Authority.
- 2.0 Contractor is to apply to the organizers of the event for the provision of electricity and internet and eventually charge the client accordingly, submitting the official receipt paid.
- 3.0 Erect a 50mm high platform all area of stand and covered with laminated parquet flooring material and carpet as indicated in the drawing complete with a quality aluminium edging.
- 4.0 Erect walls to form up the stand structure finished in grey slate textured finish and rustic textured wood grain laminate. Photos are only being given for colour and finish sample purposes only.



- 5.0 Erect elaborated decorate feature grids in white finish in CNC cut MDF or 10mm other suitable material. The grids will have spacers to leave a gap between the walls and the grid of around 10 cm. This gap will allow shadows to be projected on the walls. The top edges of these grids will have a LED strip lighting at the back.
- 6.0 Erect ceiling areas with necessary cut-outs for fluorescent lighting covered up with opaque acrylic sheets. These lighting strips are also visible vertically.
- 7.0 Furnish areas as follows:
  - 2 two-seater sofa black back and seating with white arms
  - 1 coffee table wood grain top
  - 2 custom made high tables with wood grain top and stainless steel finish/colour framing
  - 1 lockable store area with lockable door with worktop and shelving
  - 2 custom made planters with decorative white twins (not fresh plants)
  - Glass panels on 100 cm wide to close up area B/C as per plan
  - (This glass wall will have sand blasted strips and also an MGA logo)
  - Full size fixed glass panels and sliding glass or acrylic 10 mm door with sliding track inserted in a 50cm box frame. Doors need to have appropriate handles.

1 LED frameless wall mounted 42" screen with a USB compatible feature

Extras;

1 water bottle column including the supply of 3 (19 litres) bottles with hot and cold connection

2 espresso Coffee Machines including the supply of 400 coffee chubs

(Both above machines to be provided temporarily for both EXPOs)

Supply of 60 bottles of soft drinks and 20 bottles of quality sparkling water

300 disposable clear PVC glasses for soft drinks

200 disposable clear PVC glasses for alcohol beverages

1 table top model refrigerator

2 free standing literature stands to take A4 literature

4 Visiting cards PVC stands

## 8.0 Electricals

Main switches will be located in store areas.

All wiring to be concealed under platform for wire management with two sockets in each area of the stand – next to the discussion areas and high tables

Erect trussing over stand with 20 metal halide reflectors. Cost of rigging to be on contractor's account

Hang light fittings in red colour similar to photo, Ball 40/50 cm dia., (These light fittings can be hung from the trussing using a wooden structure painted red.)

Note that at Point A the wooden structure is to be rigged as well to the trussing system.

Fix necessary fluorescent strip lights colour strip lighting in spaces provided

Fix LED strip lights on top edge of decorative grids

Red LED strip lights in feature box (A) + internally painted red



## 9.0 Signage

4 Logos Malta Gaming Authority in cut out 10mm white/red PVC with necessary spacers (approx. 120cm x 20cm)

10.0 General maintenance and cleaning services during off hours of the show and "on call team" maintenance team will be available during show period.

11.0 Supervision by Company official on site during build-up period of stand, up to commissioning to stand director.

12.0 **With reference to wood and wood-based materials used on the stand the following criteria must be adhered to:**

All wood and wood-based materials shall come from legally sourced timber.



**Verification:**

Certificates of chain of custody for the wood certified as FSC, PEFC or any other equivalent means of proof will be accepted as proof of compliance.

The legal origin of wood can also be demonstrated with a tracing system being in place. These voluntary systems may be 3rd party certified, often as part of ISO 9000 and/or ISO 14 000 or EMAS management system. If wood stems from a country that has signed a Voluntary Partnership Agreement (VPA) with the EU, the FLEGT licence may serve as proof of legality.

For the non-certified wood bidders shall indicate the types (species), quantities and origins of the wood used in production, together with a declaration of their legality. As such the wood shall be able to be traced throughout the whole production chain from the forest to the product. In specific cases, where the evidence provided is not considered sufficient to prove compliance with the requested technical specifications, contracting authorities may ask suppliers for further clarifications of proof.

**I. Plastic parts**

All plastic parts  $\geq$  50g shall be marked for recycling according to ISO 114 69 or equivalent and must not contain additions of other materials that may hinder their recycling.

**Verification:**

Bidders must provide a description of the plastic materials that are present and the quantities used, the way in which they are labelled and how they are attached to one another or to other materials. Products carrying a type I ecolabel fulfilling the selected criteria will be deemed to comply.

**II. Surface coating of wood, plastic and/or metal parts**

The products used for surface coating shall:

- I. Not contain hazardous substances that are classified according to Directive 1999/45/EC as carcinogenic (R40, R45, R49), harmful to the reproductive system (R60, R61, R62, R63), mutagenic (R46, R68), toxic (R23, R24, R25, R26, R27, R28, R51), allergenic when inhaled (R42) or harmful to the environment (R50, R50/53, R51/53, R52, R52/53, R53) or cause heritable genetic damage (R46), danger of serious damage to health by prolonged exposure (R48), possible risks of irreversible effects (R68).
- II. Not contain more than 5% by weight of volatile organic compounds (VOCs).
- III. For phthalates: no use is allowed of phthalates that at the time of application fulfil the classification criteria of any of the following risk phrases (or combinations thereof):
- IV. R60, R61, R62, in accordance with Directive 67/548/EEC and its amendments.
- V. Not contain aziridine
- VI. Not contain Chromium (VI) compounds

**Verification:**

Bidders must present a list with all surface treatment substances used for each material present in the furniture and their Security Data Sheet or equivalent documentation demonstrating compliance with the above criteria. Furniture carrying a type I ecolabel will be deemed to comply.

**III. Packaging materials**

Packaging must consist of readily recycled material, and/or materials taken from renewable resources, or be a multi-use system.

All packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile).

**Verification:** A description of the product packaging shall be provided together with a corresponding declaration of compliance with these criteria.

**IV. Durability, reparability, fitness for use and ergonomics**

Furniture must meet *MSA EN 1335-1:2000 / MSA EN 1335-2:2009 / MSA EN 527-1:2011*, quality standards regarding serviceability (durability and ergonomics).

13.0 **With reference to textile materials used on the stand the following criteria must be adhered to:**

## I. Pesticides

For products made from cotton or other natural cellulosic fibres, the final product shall not contain more than 1ppm (parts per million) in total of the following substances:

|                   |                                 |
|-------------------|---------------------------------|
| 2,4,5-T           | Hexachlorobenzene               |
| Aldrin            | Hexachlorocyclohexane, $\alpha$ |
| Captafol          | Hexachlorocyclohexane, $\beta$  |
| Chlordane         | Hexachlorocyclohexane, $\delta$ |
| Chlordimeform     | Metamidophos                    |
| DDT               | Monocrotophos                   |
| Dieldrin          | Parathion                       |
| Dinoseb and salts | Parathion-methyl                |
| Endrine           | Propethamphos                   |
| Heptachlor        | Toxaphene                       |

Note: Most of these pesticides are already banned from placing on the market and use.

## II. Dyes classified as sensitising/allergenic, carcinogenic, mutagenic or toxic to production

The following dyes shall not be used in the final product:

|                        |             |                                   |             |
|------------------------|-------------|-----------------------------------|-------------|
| C.I. Basic Red 9       | C.I. 42 500 | C.I. Disperse Orange 1            | C.I. 11 080 |
| C.I. Acid Red 26       | C.I. 16 150 | C.I. Disperse Orange 3            | C.I. 11 005 |
| C.I. Basic Violet 14   | C.I. 42 510 | C.I. Disperse Orange 11           | C.I. 60 700 |
| C.I. Direct Black 38   | C.I. 30 235 | C.I. Disperse Orange 37           |             |
| C.I. Direct Blue 6     | C.I. 22 610 | C.I. Disperse Orange 76           |             |
| C.I. Direct Red 28     | C.I. 22 120 | (previously designated Orange 37) |             |
| C.I. Disperse Blue 1   | C.I. 64 500 | C.I. Disperse Red 1               | C.I. 11 110 |
| C.I. Disperse Blue 3   | C.I. 61 505 | C.I. Disperse Red 11              | C.I. 62 015 |
| C.I. Disperse Blue 7   | C.I. 62 500 | C.I. Disperse Red 17              | C.I. 11 210 |
| C.I. Disperse Blue 26  | C.I. 63 305 | C.I. Disperse Yellow 1            | C.I. 10 345 |
| C.I. Disperse Blue 35  |             | C.I. Disperse Yellow 3            | C.I. 11 855 |
| C.I. Disperse Blue 102 |             | C.I. Disperse Yellow 9            | C.I. 10 375 |
| C.I. Disperse Blue 106 |             | C.I. Disperse Yellow 39           |             |
| C.I. Disperse Blue 124 |             | C.I. Disperse Yellow 49           |             |
| C.I. Disperse Brown 1  |             |                                   |             |

## III. Arylamines

The final product shall not contain the following arylamines:

|                                           |                    |
|-------------------------------------------|--------------------|
| 4-aminodiphenyl                           | (CAS no. 92-67-1)  |
| Benzidine                                 | (CAS no. 92-87-5)  |
| 4-chloro-o-toluidine                      | (CAS no. 95-69-2)  |
| 2-naphthylamine                           | (CAS no. 91-59-8)  |
| o-amino-azotoluene                        | (CAS no. 97-56-3)  |
| 2-amino-4-nitrotoluene                    | (CAS no. 99-55-8)  |
| p-chloroaniline                           | (CAS no. 106-47-8) |
| 2,4-diaminoanisole                        | (CAS no. 615-05-4) |
| 4,4'-diaminodiphenylmethane               | (CAS no. 101-77-9) |
| 3,3'-dichlorobenzidine                    | (CAS no. 91-94-1)  |
| 3,3'-dimethoxybenzidine                   | (CAS no. 119-90-4) |
| 3,3'-dimethylbenzidine                    | (CAS no. 119-93-7) |
| 3,3'-dimethyl-4,4'-diaminodiphenylmethane | (CAS no. 838-88-0) |
| p-cresidine                               | (CAS no. 120-71-8) |
| 4,4'-methylene-bis-(2-chloroaniline)      | (CAS no. 101-14-4) |
| 4,4'-oxydianiline                         | (CAS no. 101-80-4) |

|                        |                    |
|------------------------|--------------------|
| 4,4'-thiodianiline     | (CAS no. 139-65-1) |
| o-toluidine            | (CAS no. 95-53-4)  |
| 2,4-Toluyldiamine      | (CAS no. 95-80-7)  |
| 2,4,5-trimethylaniline | (CAS no. 137-17-7) |
| 4-aminoazobenzene      | (CAS no. 60-09-3)  |
| o-anisidine            | (CAS no. 90-04-0)  |

#### **IV. Flame retardants**

The following flame retardants shall not be used in the final product: PBB

| (Polybrominated biphenyls)         | CAS no.            |
|------------------------------------|--------------------|
| 59536-65-1                         |                    |
| pentaBDE (Pentabromodiphenylether) | CAS no. 32534-81-9 |
| octaBDE (Octabromodiphenyl ether)  | CAS no. 32536-52-9 |

#### **V. Phthalate softeners**

For products that come into direct contact with the skin the following phthalate softeners shall not make up more than 0.1% by weight of the final product:

|                                    |                  |
|------------------------------------|------------------|
| DEHP (Di-(2-ethylhexyl)-phthalate) | CAS no. 117-81-7 |
| BBP (Butylbenzylphthalate)         | CAS no. 85-68-7  |
| DBP (Dibutylphthalate)             | CAS no. 84-74-2  |

#### **VI. Formaldehyde**

The amount of free and partly hydrolysable formaldehyde in the final product shall not exceed 80 ppm for products that come into direct contact with the skin and 300 ppm for all other products.

#### **VII. Heavy metals**

The amount of Cadmium (Cd), Chromium (Cr), Nickel (Ni), Lead (Pb), Copper (Cu) in the final product shall not exceed:

Cadmium (Cd): 0.1 ppm  
 Chromium (Cr): 2.0 ppm  
 Nickel (Ni): 4.0 ppm  
 Lead (Pb): 1.0 ppm  
 Copper (Cu): 50.0 ppm

Verification:

All products carrying the EU Ecolabel for textiles will be deemed to comply. Other private or national textile labels fulfilling the listed criteria can also be accepted. Any other appropriate means of proof, such as a declaration, technical dossier of the manufacturer or a test report from a recognised body will also be accepted.

**14.0 With reference to the cleaning products used on the stand the following criteria must be adhered to:**

##### **I. Chemical Requirements:**

No ingredient (substance or preparation) shall be included in the product in a quantity that exceeds 0.01% by weight of the final product that is classified with any of the risk phrases, or combinations thereof, as outlined in the following table in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments. These criteria do not apply to biocides, which are dealt with separately below:

- R31(contact with acids liberates toxic gases)
- R40, 45, 49 (carcinogenic)

- R42, (sensitising), **exceeding 0.1% by weight of the final product**
- R43 (sensitising), **exceeding 0.1% by weight of the final product**
- R46,60,61,62,63 (toxic for reproduction)
- R50/53, 51/53 (toxic to aquatic organisms)
- R59 (dangerous to the ozone layer)
- R68 (possible risk of irreversible effects)

The following ingredients must not be included in the product:

- Phosphorus
- Phosphate
- Biocides, unless used as preservatives Biocides which are classified as R50/53 or R51/53 in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments, unless they are not potentially bio accumulative, In this context, a biocide is considered to be potentially bio accumulative if the log Pow (log octanol/water partition coefficient) > or= to 3,0 (unless the experimentally determined BCF < or= 100).
- Preservatives which are or may be classified as R50/53 in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments

**All products carrying the EU Ecolabel will be deemed to comply.** If the product does not carry the EU Ecolabel the following information must be clearly provided:

- For each product offered, all substances contained above 0.01% by weight of the final product must be listed, together with their CAS-Number<sup>3</sup> (where available) and any risk- phrases with which they are classified.
- The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given.
- The total quantity of phosphates per wash must be given.

**15.0 With reference to the soft drinks and coffee these must at least be 1% organically produced according to Regulation (EC) No. 834/2007**

Verification:

Products carrying the European Community organic label will be deemed to comply. Alternatively, the bidder shall provide the specifications of the products or other written evidence of conformity to demonstrate this criterion is met.

## SECTION 5 – SUPPLEMENTARY DOCUMENTATION

### **5.1 – Draft Contract Form**

### **5.2 – Glossary**

### **5.3 – Specimen Performance Guarantee**

### **5.4 – Specimen Tender Guarantee (Bid Bond) – where applicable**

### **5.5 – Specimen Pre-Financing Guarantee – where applicable**

### **5.6 – Specimen Retention Guarantee – where applicable**

These are available to view and download from:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

### **5.7 – General Conditions of Contract**

The full set of General Conditions for Works Contracts (Version 1.05 dated 20 January 2015), for Supplies Contracts (Version 1.05 dated 20 January 2015) and for Services Contracts (Version 1.06 dated 20 January 2015) can be viewed/downloaded from:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

## Financial Offer / Bill of Quantities

### (GLOBAL PRICE CONTRACT)

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.

Global price for the Construction, Installation & Dismantling of Stand at EiG, European iGaming Congress & Expo at Arena, Berlin, Germany for the Period 20th to 22nd October, 2015, Transportation, Installation & Dismantling at SiGMA, Summit Of iGaming Malta, at Intercontinental Arena, St Julian's, Malta for the Period 4th to 7th November, 2015 as outlined in the Tender Document, Advert Number ...../.....:

| Item | Description of Service                                                                                                                                         | Total including Taxes, Other Duties & Discounts <u>but</u> exclusive of VAT<br>Amount in Euro (€) |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| A    | Construction, Installation & Dismantling of Stand at EiG, European iGaming Congress & Expo at Arena, Berlin, Germany for the Period 20th to 22nd October, 2015 |                                                                                                   |
| B    | Transportation of Stand from Berlin to Malta                                                                                                                   |                                                                                                   |
| C    | Installation & Dismantling at SiGMA, Summit Of iGaming Malta, at Intercontinental Arena, St Julian's, Malta for the Period 4th to 7th November, 2015           |                                                                                                   |
|      | <b>GRAND TOTAL</b><br><br>CARRIED FORWARD TO FINANCIAL SECTION OF ONLINE TENDER RESPONSE                                                                       |                                                                                                   |