



REFERENCE NUMBER: LGA/04/2014

**THE CONSTRUCTION, INSTALLATION &
DISMANTLING OF STAND AT ICE, IGAMING
CONFERENCE & EXPO AT EXCEL LONDON,
ONE WESERN GATEWAY, ROYAL VICTORIA
DOCK, LONDON, E16 1 XL FOR THE
PERIOD 3RD TO 5TH FEBRUARY, 2015**

Date Published: [Friday 5th December, 2014]

Deadline for Submission: [Monday 29th December, 2014] at 09:30hrs CET

Tender Opening: [Monday 29th December, 2014] at 10:00hrs CET

Participation is free of charge


Publicity requirements, if any

IMPORTANT:

- No Bid Bond is requested for this tender

IMPORTANT

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.

LOTTERIES AND GAMING AUTHORITY MALTA

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The Construction, Installation & Dismantling of Stand at ICE,iGaming Conference & Expo at Excel, London, for the period 3rd to 5th February, 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 Central Government Authority/Contracting Authority (CGA/CA), 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 1.10 dated 16 September 2014** 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 and Dismantling of Stand at ICE, iGaming Conference & Expo which will be held at ExCeL London, One Western, Gateway Royal, Victoria Dock, London, E16 between 3<sup>rd</sup> and 5<sup>th</sup> February, 2015.
- 1.3 The place of acceptance of the supplies shall be ExCel London, UK, however, the Lotteries and Gaming Authority reserves the right to view the supplies at the location agreed in writing by both parties prior to shipment and / or installation of stand. The time limits for installation shall be as specified in the Exhibitor's Manual and the INCOTERM<sup>2000</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.

## 2. Timetable

|                                                                                                                                                                                | DATE                      | TIME*                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------|
| The Lotteries and Gaming Authority Malta reserves the right to view the works at the location agreed in writing by both parties prior to shipment and/or installation of stand | 3rd week of January, 2015 | Between 09.00hrs and 13.00hrs |
| Workshop                                                                                                                                                                       | Refer to 6.2              | N/A                           |

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

|                                                                                                                                                                                                                                                                                                                                                                        |                                 |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent either: <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@lga.org.mt">info@lga.org.mt</a></li> </ul>                                   | 15th December, 2014             | 12.00hrs |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                                                                                                                                                                                      | 22nd December, 2014             | 16.00hrs |
| Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                                        | 29 <sup>th</sup> December, 2014 | 09.30hrs |
| Single Package<br><br>Deadline for submission of ORIGINAL bank guarantee (bid bond) - Refer to Clause 8.1 of the Instructions to Tenderers. A scanned copy will be submitted through the ePPS, followed by the submission by post or by hand to the [address/office] of the original copy within 5 working days after the closing date of tender.                      | N/A                             | N/A      |
| Three Package<br><br>Deadline for submission of ORIGINAL bank guarantee (bid bond) - Refer to Clause 8.1 of the Instructions to Tenderers. A scanned copy will be submitted through the ePPS, accompanied by the submission of the original copy by the closing date and time of the tender at Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta. | N/A                             | N/A      |
| Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                                                    | 29 <sup>th</sup> December, 2014 | 10.00hrs |
| * All times Central European Time (CET)                                                                                                                                                                                                                                                                                                                                |                                 |          |

### 3. Lots

- 3.1 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

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

### 5. Financing

- 5.1 The project is financed by the Lotteries and Gaming Authority Malta from its local budget funds.

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

- 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, tenderers 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 Version 1.10 dated 16 September 2014 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt))
- (iii) Declare agreement, conformity and compliance with the provisions of the 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) <sup>(Note 2)</sup>
- (vi) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>

## **(B) Selection Criteria**

### *Financial and Economic Standing*

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

### *Proof of Technical Capacity*

- (ii) Meet the following minimum requirements:

- (1) Key expert should have a minimum of an MCAST diploma in relevant woodwork/design.
- (2) Upload of document showing tenderer's Quality Assurance policy.
- (3) Upload of statement of tools/equipment/machinery available to the tenderer to be utilised in fulfilling the Terms of Reference of this contract.
- (4) 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. <sup>(Note 3)</sup>
- (5) A list of the key experts and other staff proposed for the execution of the contract as per Form marked Key Experts.

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 drawings if applicable. <sup>(Note 3)</sup>
- (ii) List of Literature/Samples as per Form marked Literature/Samples to be submitted online through the prescribed tender response format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>

## **(D) Financial Offer**

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

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

1. Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

- 8.1 No tender guarantee (bid bond) is required.

## **9. Criteria for Award**

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

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

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

The language used shall be English.

### Article 3: 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 bill of quantities (after arithmetical corrections)/breakdown,
- (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 4: Communications

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

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

### Article 5: Supervisor and Supervisor's representative

As per General Conditions

### Article 6: Supply of Documents

As per General Conditions

### Article 7: Assistance with Local Regulations

As per General Conditions

### Article 8: The Contractor's Obligations

As per General Conditions / Contract

## **Article 9: Performance Guarantee**

The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Lotteries and Gaming Authority Malta 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.

## **Article 10: Insurance**

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

10.2 All the 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 Lotteries and Gaming Authority Malta, 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.

10.3 The Contractor agrees that it will indemnify and hold the Lotteries and Gaming Authority Malta, 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 Lotteries and Gaming Authority Malta 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 other way arise from or out of the execution of the service contract.

10.4 Upon request of the Exhibition Director of the Lotteries and Gaming Authority Malta, appointed by the contract, the Contractor shall, at his own expense, remedy any defect in the provision of service in the event of the Contractor's failure to perform his obligations under the service contract.

10.5 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 11: Performance Programme (Timetable)**

11.1 The stand has to be in London, so that building shall commence on Friday 30<sup>th</sup> January 2015 at 11.00hrs and shall be fully completed by Monday 2<sup>nd</sup> February 2015 at 22.00hrs. It is the responsibility of the contractor to ensure that the on-site construction of the stand is completed by Monday 2<sup>nd</sup> February 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.

11.2 Dismantling of stand shall commence on Thursday 5<sup>th</sup> February 2015 at 17.00hrs and shall be completed by Saturday 7<sup>th</sup> February 2015 at 17.00hrs. It is the responsibility of the contractor to ensure that the on-site dismantling of the stand is completed by Saturday 7<sup>th</sup> February 2015 at said time. These dates and times may be varied by the event organizers and it is the responsibility of the contractor to ensure adherence.

## **Article 12: Contractor's Drawings**

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

## **Article 13: Tender Prices**

As per General Conditions

**Article 14: Interference With Traffic**  
Not Applicable

**Article 15: Demolished Materials**

It is the Contractor's responsibility to dispose of the dismantled stand in accordance with the rules and regulations.

**Article 16: Discoveries**  
Not Applicable

**Article 17: Soil Studies**  
Not Applicable

**Article 18: Patents and Licences**  
Not applicable.

**Article 19: Commencement Date**  
On signature of contract.

**Article 20: Period of Execution of Tasks**  
As per Performance Programme Special Conditions, above.

**Article 21: Delays in Execution**

Should the Contractor fail to deliver as per specified deadlines to provide the Lotteries and Gaming Authority Malta with the date and time to inspect components of Stand before shipment, 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 22: Variations and Modifications**  
Not Applicable.

**Article 23: Work Register**  
Not Applicable.

**Article 24: Origin**  
Not Applicable.

**Article 25: Quality of Works and Materials**  
Not Applicable.

**Article 26: Inspection and Testing**

The Lotteries and Gaming Malta shall inspect the supplies around the 2<sup>nd</sup> week of January 2015 between 09.00hrs and 13.00hrs at the place agreed upon by both parties.

**Article 27: Ownership of Plants and Materials**

It is the Contractor's responsibility to dispose of the stand components in accordance with the rules and regulations as per organizers' manual.

**Article 28: Payments: General Principles**

Payment will be made in Euro and unless the Authority protests that the requirements of the work provided have not been fulfilled in writing, payments shall be made by the LGA 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 fair.

**Article 29: Pre-financing**  
Not Applicable

**Article 30: Retention Monies**

Not Applicable

**Article 31: Price Revision**

Not Applicable

**Article 32: Measurement**

Not Applicable

**Article 33: Interim Payments**

Vide Article 28

**Article 34: Delivery**

The Contractor shall bear all risks relating to the goods until provision acceptance at destination.

The packaging shall remain the property of the Contractor subject to respect for the environment.

**Article 35: Delayed Payments**

Once deadline laid down in article 25 has expired; the Contractor may: within two 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 percent (8%); 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 Lotteries and Gaming Authority's account is debited (inclusive).

**Article 36: End Date**

Not Applicable

**Article 37: Partial Acceptance**

Not Applicable

**Article 38: 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 may disapprove.

**Article 39: 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, Nespresso 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 40: 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.

This law is based on “Model Law” which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

**Article 41: Further Additional Clauses**

Without prejudice to the Government’s right to dissolve ‘ipso jure’ the contract in the case of infringement of any condition thereunder 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 5 per cent 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/TERMS OF REFERENCE

### **Stand Design Specifications**

The stand design specifications can be downloaded from the LGA website in the same section as this tender document at <http://www.lga.org.mt/>. Alternatively these may be downloaded through the etenders portal <https://www.etenders.gov.mt>.

### **Exhibitor's Manual**

The exhibitor's manual can be downloaded from the Exhibitors' website as per link below:

<https://ice.exhibitionarchitect.co.uk/manual/stand-build-regulations>

### **Other Specifications**

#### **Maintenance, Upkeep of Exhibition Stand**

Maintenance and upkeep 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 upkeep of the flooring used on the stand; and
- the clearing of the furniture including tables, chairs and emptying of paper bins.

**NB** - A penalty of €2,000 (two thousand Euros) is to apply if this standard is not met.

A pre-named member of the Contractor must be available during the construction of the stand and for the duration of the Exhibition and must be capable of dealing with any eventuality. This person (the 'Appointed Person') must be:

- Available to respond to any request by the LGA at any time from the moment of being named until the dismantling of the stand;
- Conversant in English Language;
- Smart in appearance;
- Possess strong team work skills.

As specified in Stand Design Specification, the structure is to be composed of:

1. A storage area;
2. Cloak room
3. A meeting room; and
4. An open plan
5. 2 fridges/Nespresso Coffee machines (1 in meeting room and 1 in cloak room)

The cloakroom shall include shelving units for boxes of brochures. The maximum number of shelves required shall be installed in the storage space. Cloak room and meeting room must be equipped with fridge, water dispenser, Nespresso coffee machine, 6 bottles of soft drinks and a coat hanger.

The meeting room shall include the furniture as specified in the Stand Design Document.

**With reference to the ornamental plants being displayed on the stand the following criteria must be adhered to:**

#### **Plant characteristics**

Vegetation to be used has to be selected based on the "*Guidelines on Trees, Shrubs and Plants for planting and landscaping in the Maltese Islands*" issued by the Environment Management Unit Planning Directorate dated January 2002, or any other subsequent updated version.

#### **Verification:**

Bidders must present a list of all the species they propose to supply, together with the prices and the total number of units to be delivered. Within this list bidders must ensure that the list conforms with the guidelines set out in the "*Guidelines on Trees, Shrubs and Plants for planting and landscaping in the Maltese Islands*" issued by the Environment Management Unit Planning Directorate dated January 2002.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

*5.1 - Draft Contract Form*

*5.2 - Glossary*

*5.3 - Stand Designs and Specifications*

*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*

*5.7 - General Conditions of Contract*

The full set of General Conditions for Works Contracts (Version 1.04 dated 30 December 2013), for Supplies Contracts (Version 1.04 dated 30 December 2013) and for Services Contracts (Version 1.05 dated 30 December 2013) 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

### (GLOBAL PRICE CONTRACT)

Global price for ‘Stand Construction, Dismantling and all ancillary logistic service costs’ incurred for the requirements listed under the Technical Specifications, inclusive of all taxes (Customs Import Duty, Levy and other charges or taxes, including VAT) as outlined in the Tender Document, Advert Number ...../.....:

| Description                                                                                                                                                                            | Price inclusive of all taxes but excluding VAT<br>Amount in Euro (€) | VAT<br>Amount in Euro (€) | Total inclusive of VAT<br>Amount in Euro (€) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------|----------------------------------------------|
| <b>The Construction, Installation &amp; Dismantling of Stand at ICE, iGaming Conference &amp; Expo at Excel London, for the period 3<sup>rd</sup> to 5<sup>th</sup> February, 2015</b> | €.....                                                               | €.....                    | €.....                                       |
|                                                                                                                                                                                        | <b>Amount in Words:</b>                                              | <b>Amount in Words:</b>   | <b>Amount in Words:</b>                      |
|                                                                                                                                                                                        | .....                                                                | .....                     | .....                                        |
|                                                                                                                                                                                        | .....                                                                | .....                     | .....                                        |
|                                                                                                                                                                                        | .....                                                                | .....                     | .....                                        |
|                                                                                                                                                                                        | .....                                                                | .....                     | .....                                        |
|                                                                                                                                                                                        | .....                                                                | .....                     | .....                                        |



The Global Price is to include for:

- The supply and laying/installing of all sections/components as specified in the technical specifications attached;
- Loading and transporting of material to an authorised dumping site, inclusive of tipping charges;
- Maintenance, upkeep and cleaning of the stand. This includes the cleaning of the:
  - Flooring throughout the stand;
  - Furniture including tables, chairs and emptying of paper bins.
- Any visual production equipment and any related services;
- Any other works and costs involved in the disposal, including any necessary double handling;
- Any additional costs needed to comply with E&H&S and security standards;
- Cost of beverages consumed for the duration of the Exhibition for thirty persons;
- All related costs, including application for the provision any utilities (electricity, water, internet service and waste) and any rigging requirements, shall be borne by the Contractor. Refund of the cost of water/electricity consumed by the Lotteries and Gaming Authority during the exhibition shall only be made to the contractor upon the presentation to the LGA of invoices, which are to be provided in accordance with the stipulations of the Exhibitor's manual;
- Shipping, delivery and installation, including costs of the stand and associated products are the Contractor's Responsibility;
- The Global Price shall be inclusive of all works specified, as well as any other works that are indispensable for completing the Stand in its entirety. The global price shall be inclusive of all materials and payments of customs duty, VAT, eco-contribution, all hire of plant/machinery required, transport of material and so on;
- Payment shall be made in accordance with the terms stipulated in the letter of acceptance and may be suspended if, in the opinion of the Exhibition Director, the work provided does not possess the qualities required under the contract. Payment shall be subject to any deductions to which the Contractor may have become liable under this contract. Any proposals need to be of the quality appropriate and expected for such an international event, and be compatible with the design of the stand itself. Failing this, the quote may be rejected on technical grounds. In addition to the above, any alternative proposals proposed must be accompanied by photos/specifications and must be of the same price; i.e. **only one global price is to be submitted.**