

IMPORTANT NOTE

Submission of e-tenders

Tenders must be submitted by registered Economic Operators.

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 any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit 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 **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at www.etenders.gov.mt or through the e-ID Service via the MyGov website at www.mygov.mt. In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

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 (ePPS) 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/03/2016

**THE CONSTRUCTION, INSTALLATION & DISMANTLING OF STAND
AT ICE, IGAMING CONFERENCE & EXPO AT EXCEL LONDON,
ONE WESTERN GATEWAY, ROYAL VICTORIA DOCK, LONDON,
E16 1XL FOR THE PERIOD 7TH TO 9TH FEBRUARY, 2017**

Date Published: Friday 25th November, 2016

Deadline for Submission: Thursday 15th December, 2016 at 10:30am CET

Tender Opening: Thursday 15th December, 2016 at 11:00am CET

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.



Malta Gaming Authority
Building SCM 02-03, Level 4,
SmartCity Malta, Ricasoli,
SCM1001, Malta
Tel: +356 2546 9000
Email: info.mga@mga.org.mt

**THE CONSTRUCTION, INSTALLATION & DISMANTLING OF STAND
AT ICE, IGAMING CONFERENCE & EXPO AT EXCEL LONDON, ONE
WESTERN GATEWAY, ROYAL VICTORIA DOCK, LONDON, E16 1XL
FOR THE PERIOD 7TH TO 9TH FEBRUARY, 2017
Table of Contents**

SECTION 1 - INSTRUCTIONS TO TENDERERS 4

- 1. General Instructions 4
- 3. Lots 5
- 4. Variant Solutions 5
- 6. Clarification Meeting/Site Visit/Workshop 5
- 7. Selection and Award Requirements..... 5
- 8. Tender Guarantee (Bid Bond) 6
- No tender guarantee (bid bond) is required. 6
- 9. Criteria for Award 6

SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS 7

SECTION 3 - SPECIAL CONDITIONS..... 9

SECTION 4 - TERMS OF REFERENCE ^(Note 3) 12

- 1. Background Information 12
- 2. Contract Objectives and Expected Results 12
- 4. Scope of the Work..... 12
- 5. Logistics and Timing 15
- 8. Monitoring and Evaluation 15

SECTION 5 - SUPPLEMENTARY DOCUMENTATION.....20

- 5.1 - Draft Contract Form20
- 5.2 - Glossary.....20
- 5.3 - Specimen Performance Guarantee20
- 5.4 - General Conditions of Contract20

~~~~~

## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender (unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS), 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 the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. 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 2.0, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).

No account can be taken of any reservation in the tender in respect of the procurement documents; 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 (xml tender structure), 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 & Expo which will be held at ExCel London, One Western, Gateway Royal, Victoria Dock, London, E16 between the 7<sup>th</sup> and 9<sup>th</sup> February, 2017.
- 1.3 The place of acceptance of the services shall be ExCel London, UK. The time-limits for delivery shall be as specified Article 15 of the Special Conditions, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global-sum contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is the Malta Gaming Authority.

2.

|                                                                                                                                                                                                                 | DATE                            | TIME   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------|
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                  | Refer to 6.2                    | -      |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> | 7 <sup>th</sup> December, 2016  | 23:45h |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                            | 11 <sup>th</sup> December, 2016 | 23:45h |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                              | 15 <sup>th</sup> December, 2016 | 10:30h |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                          | 15 <sup>th</sup> December, 2016 | 11:00h |
| * 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 Variant solutions cannot be applied for departmental tenders.

### 5. Financing

- 5.1 The project is financed from the local budget funds.

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

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Economic operators may register to attend a workshop that will be organised in collaboration with the Centre for Development, Research and Training at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, economic operators will be given the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person.

### 7. Selection and Award Requirements

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

#### (A) Eligibility Criteria

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version dated November 2016 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt))
- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators in Tender Response Format.

(iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services.  
(Note 2)

(iv) Power of Attorney (if applicable) (Note 2)

(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))** (Note 2)

(i) Declaration concerning exclusion grounds (*as per tender structure*)

(ii) Declaration concerning *Selection Criteria*

(1) Provide data concerning subcontractors and the percentage 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. (Note 2)

### (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 (Note 3)

### (D) Financial Offer

(i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)<sup>2010</sup> (Total)** for the services tendered as per Tender Response Format. (Note 3)

(ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. (Note 3)

#### Notes to Clause 7:

1. *Not applicable for departmental tenders.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectification is subject to a non-refundable administrative penalty of €50.*
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 tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## 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 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 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;

## Version 1.0 Departmental e-procurement document

(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 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 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 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 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  
Corporate Affairs Manager  
Malta Gaming Authority  
Building SCM 02-03, Level 4,  
SmartCity Malta,  
Ricasoli, SCM 1001, Malta  
Tel: (356) 2546 9000  
Web: www.mga.org.mt

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

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

- 13.3 Further to the provisions of the General Conditions 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.

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 Malta Gaming Authority, nor its agents and/or employees; are responsible for the protection of the Contractor's property 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.

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, attorney's 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 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.

Upon request of the Exhibition Director of the Malta Gaming Authority, 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.

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 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**

- 18.1 The execution of the contract will commence on Friday 3<sup>rd</sup> February 2017 at 10:00h.  
18.2 Stand has to be fully completed by Monday 6<sup>th</sup> February 2017 at 22:00h.

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

- 19.2 Should the Contractor fail to deliver as per specified deadlines to provide Malta Gaming Authority with the date and time to inspect components of stand before shipment, the Contractor will be liable up to a limit of 20% of the total contract price or €100,000 per day's delay up to a limit of €10,000,000.

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

- 20.2 Further to the provisions of the General Conditions, the Contractor must comply with the drawings of the Malta Gaming Authority as laid out in the addendum uploaded together with this tender document.

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

- 26.1 This is a global-price contract.

Unless the Authority protests that the requirements of the work provided have not been fulfilled in writing, payments shall be made by the Malta Gaming Authority 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.

The payments will be made in Euro and according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

| Month        | Narrative                                   | Percentage (%) |
|--------------|---------------------------------------------|----------------|
| Jan 17       | Pre-financing Payment on Commencement       | 10             |
| Feb 17       | Interim Payment 1 on the date of setting-up | 40             |
| Mar 17       | Interim Payment 2 month after end of fair   | 50             |
|              | Balance                                     |                |
| <b>TOTAL</b> |                                             | <b>100%</b>    |

**26.2** As per General Conditions.

**Article 27: Pre-Financing Guarantee**

**27.2** Not applicable.

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

**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.

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta

#### 1.2 - Central Government Authority

Department of Contracts

#### 1.3 - Contracting Authority

Malta Gaming Authority

### 2. Contract Objectives and Expected Results

#### 2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:

- To Promote Malta as a leading Jurisdiction in the gaming industry.

### 4. Scope of the Work

#### 4.1 - General

##### 4.1.1 Project Description

The construction, installation and dismantling of stand on behalf of the Malta Gaming Authority at ICE, iGaming Conference and Expo at Excel London.

#### 4.2 - Specific Activities

1. Manufacture and set-up raised platform 12,000 x 8,500 x 100mm high covered in grey colour exhibition carpet and covered with protective plastic during build-up period with underlay to have a deep pile effect and finished up with brushed aluminium angle grip all round. All wire management is to be incorporated in the platform and no loose cables are to be left visible in the finished stand flooring. Disabled ramp to be covered in matt laminate, which feature will continue within the stand's platform surface.

2. Rig a trussing system over the stand area as per drawing complete with 24 metal halide white lighting units for flooding white stretched fabric ceiling overhead and general lighting on stand. The edge of the truss is to be covered by a wooden structure firmly secured to the trussing system and to covered in grey laminate. Stretch white muslin fabric fire rated ceiling inside truss. At each corner of the truss install an MGA logo in 3D format to be illuminated (Cross and MGA) internally with led lighting.

3. Erect an approved double-decker system structure incorporating all H & S requirements. The whole structure is to be incorporated in the design of the stand and all steel structures are to be covered up as shown in the drawings. Tenderers are to submit detailed specification of the steel structure.

4. Manufacture and install external decorative elements to form the four sides of the stand as per designs. The timber structure is to be covered in brushed aluminium textured laminate or aluminium textured sheeting to obtain a first class quality finish all round. Rows of bolts/studs are to be produced from printed bolts/stud heads images.

Structure is to be finished externally and internally in colours as indicated in the drawings. It should be noted that where glass is installed on the ground and 1<sup>st</sup> floor the internal covering material is to be installed after the glass is in place.

Install 10mm glass panels fitted as necessary in aluminium sections with polished edges placed edge to edge without any sealers.

5. Erect MGA logos as indicated on façade design 2250 mm base, with Cross and “MGA” text to be backlit 3D lettering with smaller 3D text “Malta Gaming Authority”.

Erect dividing walls of the stand both on the ground and 1<sup>st</sup> floor finished in quality laminate finish throughout in red or white colour as indicated in drawing.

6. The double-decker structure of the stairs is to be totally incorporated in the wooden structure including the stairs threads and risers, which will be fully carpeted but with underlay on the threads only. The threads and risers of the stairs are to be lined in fibreboard and then carpeted accordingly. No steel structures are to be left visible. 10mm laminated glass panels to be used as railings visible from ground floor - these are to be sand blasted.

7. The ceiling of the ground floor area is to be covered in appropriate melamine white finished panels from which feature strip light fitting units are to be fitted as shown in drawings.

8. Wall glass panels to enclose discussion area.

9. Ground floor furniture requirements:

- 6 shaped coloured seating bases covered with upholstered cushions
- 3 coffee tables with opaque/sand blasted glass tops matching armchairs
- 1 black three-seater sofa
- 1 Bar counter sprayed high gloss in white colour with inside lockable storage space. Counter top to be covered in white laminate for ease of cleaning. Table top refrigerator to be placed under back bar area
- 15 High stools with footrests with white upholstered seat
- Feature wooden partition made from slats 250 x 40mm thick covered in laminate and held in place with iron fittings to surround bar area
- Additional feature wooden partition cut to shape as per drawing in wood laminate finish and white laminate finish made from slats 250 x 40 mm thick and cut to size as per drawing and fitted in place with iron fittings
- 2 discussion shaped tables, counter high with led light feature internally, laminate finish or high gloss spray finish throughout. information counter to match above with logo internally
- 1 high discussion shaped table
- Ground floor storage area with a linoleum type flooring (not carpet) having a hinged door with a vision panel and spring loaded lock, opening inwards.
- Area to be fitted with shelving on three walls with access to area under stairs. Shelves to be installed to take load of literature storage. 3000 mm laminated worktops for hospitality preparations.
- Area to include the following:
  - 1 Table top refrigerator
  - 2 Coffee Machines with 500 *compatible* coffee Chubs
  - 2 boxes of *English Breakfast* tea in sachets
  - 500 sachets of white sugar
  - 500 tea/coffee stirrers
  - 500 disposable coffee cups in white opaque plastic
  - 500 disposable small clear plastic glasses

- 400 disposable water clear plastic glasses
- Under-top type refrigerator
- Necessary furniture cleaning materials, including glass cleaning spray
- 2 detergent bottles
- 6 dish cloths
- 2 Packs of garbage bags
- 1 water bottle stand with 5 (19 litres) water bottles - hot and cold type
- 1 large dustbin with lid
- 12 wall mounted coat hangers
- 4 quality serving trays - red colour
- 6 small white china bowls for snacks
- 300 red coloured paper napkins white, 4 red paper napkin holders
- 6 kitchen rolls
- 4 Acrylic business card holders x 3 levels each
- 1 wall mounted framed face mirror 600 x 300

#### 10. Electrics

All wire management is to be incorporated under the platform, 4 in-line power supplies are to be located next to all seating areas flush to the carpet level. NO wiring is to be visible.

2 four in line power sockets wall mounted to be installed in store area.

Various globe light fittings in gloss silver finish as per drawing, mounted with stretched wire rope and clear electrical wire.

24 metal halide lights to be installed in trussing system flooding ceiling from overhead and illuminating stand internally.

Main distribution box and main switch is to be located in the storage area.

6 additional metal halide lights in case additional lighting is required.

2 LED wall mounted screens made up of 4 frameless 42" screens to project one image, with USB and DVD connections, all wiring is to be installed in storage area.

1 frameless "quality brand" LED wall mounted screen 4000 x 2000 mm with all cables fitted within the store area to be linked to DVD or laptop to project one image. Contractor is to provide full technical/assistance/maintenance for this screen on site during the opening hours of the show. LED screen to be switched on at least one hour before the opening of the show each day.

6 free standing A4 literature stands

Wall signage as indicated in drawing using Authority's logo as indicated in drawing for Malta Gaming Authority and Gaming Malta.

4 cut-out pvc MGA logos in 600 mm base cut-out MGA logos in 1000 mm base. (These stickers to be fixed at the discretion of the stand Director)

Feature computer cut-out designs fitted to glass panels ground floor

1<sup>st</sup> floor flooring to be covered in wood grain quality parquet flooring

Laminated finished partitioning system, forming up area with necessary support beams and a lockable room furnished as follows:

1 three-seater back leatherette sofa, 2 armchairs and 1 large coffee table with glass top

2 high fresh planters (1500 mm high) in white or black outer ceramic pot

1 table top refrigerator - externally wood finish

1 wall mounted plasma screen 42" USB compatible

Vertical blinds in white fitted to glass walls made up in sections

3 wall mounted framed posters 600 x 800 with quality views of Malta.

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

The Malta Gaming Authority

#### **4.3.2 Management Structure**

Throughout the duration of the contract, the Authority's representatives shall have the power, either personally or through persons acting on his/her behalf, to inspect the entire work, or any part thereof.

## **5. Logistics and Timing**

### **5.1 - Location**

Ice Totally Gaming Expo at ExCeL, London

### **5.2 - Commencement Date & Period of Execution**

The stand has to be in London, so that building shall commence on Friday 3<sup>rd</sup> February 2017 at 10:00h and shall be fully completed by Monday 6<sup>th</sup> February 2017 at 22:00h. It is the responsibility of the Contractor to ensure that the on-site construction of the stand is completed by Monday 6<sup>th</sup> February 2017 at the time stipulated above. The dates and times may be varied by the event organisers and it is the responsibility of the Contractor to ensure adherence.

Dismantling of stand shall commence on Thursday 9<sup>th</sup> February 2017 at 17:00h and shall be completed by Saturday 11<sup>th</sup> February 2017 at 17:00h. It is the responsibility of the Contractor to ensure that the on-site dismantling of the stand is completed by Saturday 11<sup>th</sup> February 2017 at said time. These dates and times may be varied by the event organisers and it is the responsibility of the Contractor to ensure adherence.

### **6.4 - Equipment**

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## **8. Monitoring and Evaluation**

### **8.2 - Special Requirements**

1. Contractor's executive to be available on site during all build-up period to liaise with stand director accordingly, with telephone contact 24 x 7
2. Maintenance team "on call" during show opening hours for any emergency repairs to the structure and electrical networks of the stand. Team to be uniformed and available on call within 1 hour of call.
3. Daily cleaning of stand including cleaning of glass, carpet, table tops etc. Clearance of garbage bags, at 13.00 hrs during show period daily.
4. Contractor to be responsible for all contacts and provision of all application forms via organisers, by obtaining permissions and applications with regards to H & S regulations etc. Payment of necessary electrical installation costs to the organisers (costs of this service only will be refunded by client).
5. Tenderers are to supply working detail drawings for the following sections, so that the adjudicating board will be aware that the tendering company is understanding in full the specification and drawings:
  - Section of Façade
  - Bar Counter
  - Wall partitioning

**Material used in the construction of the stand as specified and outlined in this tender must comply with the following National Green Public Procurement Guidelines;**

**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 evolvable 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).

**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. Arylamine

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-chloraniline)       | (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-Toluylendiamine                       | (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:

## Version 1.0 Departmental e-procurement document

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.

**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***

These are available to view and download from the 'Resources Section' at:

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

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 2.0), for Supplies Contracts (Version 2.0) and for Services Contracts (Version 2.0) can be viewed/downloaded from the 'Resources Section' at:

[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.

