

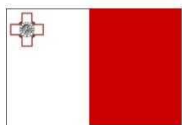
Quotation Reference Number:
ERDF.PA 5.0106/2

Quotation Title:
**CALL FOR QUOTATIONS FOR THE SUPPLY OF LIGHT FITTINGS FOR ST DOMINIC
PRIORY IN RABAT**

Date Published: 7 February 2020

Deadline for Submission: 21 February 2020 at 09:30am CET/CEST

Quotation Opening: 21 February 2020 at 10:00am CET/CEST



Operational Programme I – European Structural and Investment Funds 2014-2020
"Fostering a competitive and sustainable economy to meet our challenges"
Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union Funds; 20% National Funds



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Humanitas Foundation c/o St Dominic Priory

St Dominic Square, Rabat, Malta

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## SECTION 1 - INSTRUCTIONS TO ECONOMIC OPERATORS

### 1. General Instructions

- 1.1 In submitting a quotation (unless otherwise indicated), the Economic Operator accepts in full and in its entirety, the content of this quotation document, including any subsequent Clarifications issued by the Contracting Authority (CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the quotation is waived. Economic Operators are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this document. **No account can be taken of any reservation in the quotation in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the offer not being considered any further.**

Prospective bidders must submit their offer by email on: [humanitasmalta@gmail.com](mailto:humanitasmalta@gmail.com)

Prospective bidders take full responsible to submit their offer by the set submission deadline. Quotation reference number and the title of the Call for Quotations must be clearly indicated on the sealed bid or email reference. Prospective bidders take full responsible to submit their offer by the set tender submission deadline.

Prospective bidders are reminded that when submitting more than one option for a particular quotation, they should submit multiple quotations. Prospective bidders are reminded to follow the instructions provided below. The Contracting Authority will disqualify Economic Operators who do not abide by the above instructions.

#### Submission of Financial Offer

Bidders 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.**

**Note:**

Where in this document a standard is bidder, 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 bidder are equivalent to the standards requested by the Contracting Authority.

- 1.2 The subject of this quotation is the supply of light fittings for St Dominic Priory in Rabat
- 1.3 The place of acceptance of the supplies shall be St Dominic Priory, the time-limits for the execution of the contract shall be 30 days, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 The Contracting Authority for this quotation is the Humanitas Foundation.

## 2. Time Table

|                                                                                                                                                                          | DATE             | TIME  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|
| Deadline for request for any additional information from the NGO<br><b>Clarification requests should be addressed to: NGOs e-mail address</b>                            | 16 February 2020 | 23:00 |
| Last date on which additional information can be issued by the NGO                                                                                                       | 18 February 2020 | 23:00 |
| Deadline for submission of quotations/quotation opening session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs) | 21 February 2020 | 09:30 |

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

## 3. Variant Solutions

- 3.1 Variant solutions cannot be applied for quotations.

## 4. Financing

- 4.1 The project is part-financed by the European Union, in accordance with the rules of European Regional Development Fund Operational Programme 1 - European Structural and Investment Funds 2014-2020.

## 5. 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 - information to be provided through the available forms <sup>(Note 2)</sup>

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment.

### (B) Exclusion (including Blacklisting) and Selection Criteria - information to be provided through the available forms <sup>(Note 2)</sup>

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning Selection Criteria (not applicable for call for quotations)

### **(C) Technical Specifications**

- (i) Bidder's Technical Offer in response to specifications. <sup>(Note 3)</sup>
- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at bidding stage.

**No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing documents.**  
<sup>(Note 2)</sup>

- (iii) **Samples** of the required items listed in the Technical Specifications ARE NOT REQUIRED AT QUOTATION SUBMISSION STAGE

The Quotation Evaluation Committee will, if it so requires, ask bidders to supplement the technical offer already submitted with samples of any of the required items. Such a request will be sought from the Bidders during the Adjudication Stage and must be provided within five (5) days of being notified to do so. <sup>(Note 3)</sup>

### **(D) Financial Offer**

- (i) The Quotation Form and Bidder's Declaration are to be completed and submitted with the offer; <sup>(Note 3)</sup>
- (ii) A Financial Plan - A financial offer calculated on the basis of **Grand Total** for the supplies tendered. <sup>(Note 3)</sup>

**In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the Quotation Form and Bidder's Declaration, unless there are any 'arithmetical corrections', the latter shall prevail.**

#### **Notes to Clause 4:**

1. *Not applicable for quotations.*
2. *Bidders 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. Rectifications are free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

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

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

### **7. Criteria for Award**

- 7.1 The sole award criterion will be the price. The contract will be awarded to the bidder 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 bidder or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each bidder 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 bidder, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating bidders;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable

on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### *Article 2: Law Applicable and Language of the Contract*

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### *Article 3: Order of Precedence of Contract Documents*

- 3.1 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 financial bid form (after arithmetical corrections)/breakdown;
  - (g) the tender declarations;
  - (h) any other documents forming part of the contract.

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

### *Article 4: Communications*

- 4.1 Further to what is stated in the General Conditions, any communication should be addressed to:
- Humanitas Foundation**  
c/o St Dominic Priory,  
St Dominic Square,  
Rabat, RBT 2521, Malta  
Tel: 2145 4592; Email: [humanitasmalta@gmail.com](mailto:humanitasmalta@gmail.com)
- Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language.
- The Project Leader may issue instructions to the Contractor at any time. The Contractor shall only take instructions from the appointed Technical Consultant and/or the Representative both appointed by the Contracting Authority.

### *Article 7: Supply of Documents*

- 7.4 Not applicable.

### *Article 8: Assistance with Local Regulations*

- 8.3 The contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations.

### *Article 9: The Contractor's Obligations*



9.6 Not applicable

***Article 10: Origin***

10.1 As per General Conditions.

***Article 11: Performance Guarantee***

As per general conditions.

***Article 12: Insurance***

Not Applicable

***Article 13: Performance Programme (Timetable)***

13.1 Not Applicable

***Article 14: Contractor's Drawings/Diagrams***

14.1 Not applicable.

14.7 Not applicable.

***Article 15: Prices***

15.1 The contractor will ascertain that all the respective rates include double handling.

The Contractor shall be deemed to have taken into account in its quotation price all costs that are necessary to supply the required items.

***Article 16: Tax and Customs Arrangements***

16.4 Prices provided should be inclusive of duties and taxes, but exclusive of VAT.

***Article 17: Patents and Licenses***

17.1 Not applicable

***Article 18: Commencement Order***

18.1 The Commencement Date for this contract shall be from the date of the order to commence with this assignment. The performance of the contract is to commence on order to start works. The order to start works will not be issued later than (1) month from the last date of signature shown on contract.

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

19.1 The period of performance of this contract is 30 days from the Commencement indicated in the Order to Start Works.

19.2 As per General Conditions.

**Article 22: Modification to the Contract**

Not Applicable.

**Article 26: Methods of Payment**

26.1 Payments will be made in Euro.

26.3 As per General Conditions.

26.5 Further to the General Conditions, the following payment schedule applies

| Payment Schedule |                                                                                                                                  |                            |
|------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Final Payment    | After the provision of all the required items as per technical specifications and following certification by the Project Manager | 100% of the Contract Value |

**Article 28: Delayed Payments**

28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) 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%);
- b) 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 deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

**Article 29: Delivery**

29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

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

- 29.5 Each delivery should be accompanied with a delivery note indicating the quantities and the items delivered.

***Article 32: Warranty***

- 32.1 This warranty shall remain valid for two years, where applicable.

***Article 35: Breach of Contract***

- 35.3 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 regard to all infringements, to claim actual damages incurred.

***Article 41: Dispute Settlement by Litigation***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a national court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

## **Section 4: TECHNICAL SPECIFICATIONS**

### **1.0 Emergency Exit Lights - Qty 12**

Emergency lighting shall be in accordance with EN1838 and EN 50172. The emergency lights provided shall provide an emergency (battery backup) lighting of minimum 2 lux. These shall be self-contained, maintained, and shall comprise a charging monitor LED, a unit charged 2W LED, suitable for input voltage of 185V-255V 50Hz. All lights shall be approved to EN60598.2.22 and ICEL1001. The body and diffuser shall be moulded from tough and self-extinguishing vandal resistant polycarbonate. All emergency lights and illuminated exit signs shall have a 3 hours duration integral battery unit. Light Fitting shall have CE mark and ROHS certificate. Directions required will be agreed on award of Contract.

#### **LED/LED Driver Input Voltage**

Additionally, all LEDs/LED Drivers and power supply units have to be rated to a suitable for input voltage of 185V-255V, 50Hz.

### **2.0 Flood Lights - Qty 10**

IP65 Slimline-White Body unbreakable LED Floodlights having a white elegant finish, encased in a diecast IP65 body for durability. 20W 1700lm. LED smd technology flood light having a 100° beam angle, 30,000-hr lifespan, CRI: >80, PF: >0.9, Voltage range at least 185-255V driver supply, 50Hz. Floodlights shall have an adjustable bracket. Supply voltage of 230V +/-10% range with dimmable function. LED lamp shall have a temperature range of 2300k - 4000K. Exact colour Temperature to be selected by Client at Contract Execution stage.

#### **LED/LED Driver Input Voltage**

Additionally, all LEDs/LED Drivers and power supply units have to be rated to a suitable for input voltage of 185V-255V, 50Hz.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) 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.

It is important to note that since this call for quotations is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.