

1. Terms and Conditions

1.1 The subject of this Call for Quotes is for the Hiring of Emergency Lights for Polling Booths during election period.

1.2 The aim of this call is to hire 800 emergency lights for a three (3) week period during election time. The delivery of the emergency lights is to be made two (2) weeks prior to an election day.

2. Specifications

2.1 The Emergency Lights are to include the following:

- 60 LED;
- Battery operated;
- Rechargeable battery with red indicator charging light;
- Ready with full charge on delivery;
- With two (2) different brightness settings

3. Instructions to Bidders

3.1 Please note that quotations should be in **Euro currency**. Prices quoted are to be quoted Duty Delivery Paid and VAT component quoted separately. Where a payment transaction does not include a currency conversion, the payee shall pay the charges levied by his payment service provider, and the payer shall pay the charges levied by his payment service provider.

3.2 Quotations are to be deposited by hand in the Tender Box at the Electoral Office, Counting Hall Complex, Ex. Trade Fair Grounds, Naxxar. Only quotations delivered by hand will be considered.

3.3 Quotations must be valid for a minimum of 90 days.

- 3.4 Delivery costs must be included in all received quotes.
- 3.5 The price submitted in the Financial Bid should be the Unit Price (excluding VAT). Bidders are also requested to indicate the Unit Cost for any missing and/or damaged emergency lights.
- 3.6 The wattage of emergency lights being offered should also be included in the Financial Bid Form.
- 3.7 The emergency lights are to be delivered to the Electoral Commission **fully charged and ready for use.**
- 3.8 The Electoral Commission reserves the right to impose Penalties amounting to €20.00 per calendar day (beyond the agreed delivery period) if items are not delivered within the time stipulated in the quote submitted by the awarded bidder. (ex. Bidder who deliver items after 5 calendar days after the agreed delivery period will be fined a total of € 100.00).
- 3.9 Clarifications can be sought up to THREE (3) WORKING DAYS before the closing date. Any queries and requests for clarifications are to be sought only via email on electoral.office@gov.mt. All clarifications will be posted by the Electoral Commission within a reasonable time on the notice board at the Counting Hall Complex, Ex.Trade Fair Grounds, Naxxar, Malta.
- 3.10 All quotations must include the Manufacturer's Details. The Department reserves the right to disqualify any quotations which do not include such details.
- 3.11 Bidders must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Bidders not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the Electoral Commission may have to pay either in Malta or the country where the applicant is registered irrespective of the reverse charge mechanism. The financial offer will be considered

as the total financial cost to the Electoral Commission including any VAT that may have to be paid not through the winning applicant. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

- 3.12 If the bidder offers a discount, the discount must be absorbed in the rates of the Financial Bid. The prices for the contract must include all of the supplies/works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

4. Performance Guarantee

- 4.1 In case that the contract value exceeds €10,000 including VAT, the awarded bidder will be required to furnish within 7 days of receipt of the notification of award of contract, a performance guarantee equivalent to 10% of the contract value (including VAT). This is to be provided in the format as shown in Form 1 *Specimen of Performance Guarantee* (further down).

- 4.2 In case the contract value does not exceed €10,000 including VAT, no performance guarantee is required.

5. Literature

- 5.1 Relevant **Literature** about the product being offered is to be submitted with the quotation.

- 5.2 In case of chemicals, chemical compounds, chemical mixtures and/or other hazardous material (including detergents, soaps, cleaning products, lubricants, etc.), a valid **Material Data Safety sheet** is to be submitted with the quotation. Should this document not be supplied when such material is offered, the offer will be automatically disqualified.

6. CE Marking

The clauses in italics are applicable only for Products which must carry the CE Mark as per Maltese and European Legislation.

- *Applicants must conform with CE standards and any applicable local legislations and thus, shall be bound to submit the Declaration of Conformity upon request. (where applicable)*
- *Quoted Item is to include CE mark wording, basic compliance requirements and certifications on specifications. The CE mark is to be present on the outer pack, instructions leaflet, and where possible, on the product itself. The CE-mark must be in a specific format as shown in Figure 1. No other marks will be considered acceptable. (where applicable)*



Figure 1 – CE Mark

- *Quoted Item is to display relevant information and warnings as specified in Annex 1 Section 13 of Directive 93/42/EEC. (where applicable)*
- *Given information, specifications and manuals must be in English or Maltese. Applicants submitting information, specifications and manuals in other languages only will be automatically disqualified. (where applicable)*
- *The outer pack and leaflet of the Quoted item is to bear the FULL name and address of the manufacturer. The product itself, where possible, must also bear the FULL name and address of the manufacturer. If the manufacturer is based outside the EU, the full name and full address of his officially appointed EU authorised representative must also be present. Thus, products manufactured outside the EU are to bear TWO addresses. (where applicable)*
- *Sterile devices, measuring devices medium-to-high risk devices, must bear the Notified Body 4-digit number. (where applicable)*

7. Services offered that do not conform to specifications will not be considered.
8. Call will be awarded to the cheapest offer which is fully compliant with the Administrative, Technical and Financial Requirements.
9. Please note that it is entirely the Applicant's responsibility to ascertain that the quote is submitted BEFORE the deadline for submission of quotations.

The Electoral Commission
Counting Hall Complex
Ex. Trade Fair Grounds
Naxxar
Malta

FORM 1 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Electoral Commission
Counting Hall Complex
Ex. Trade Fair Grounds
Naxxar
Malta

[Date]

Dear Sir,

Our Guarantee Number..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Chief Electoral Commissioner and **[Name and Address of Contractor]** hereinafter referred to as "the Contractor" as per the latter's application and your acceptance under **[File Reference]**, whereby the contractor undertook the **[title of contract]** in accordance with Article 11 of the Special Conditions the **[works/services/supplies]** as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of **€[amount in works and numbers]** in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the application documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the **[expiry date]** and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....
[Signatory on behalf of Guarantor]

FINANCIAL BID

CALL FOR QUOTES BY THE ELECTOTAL COMMISSION

FOR THE HIRING OF EMERGENCY LIGHTS

REFERENCE NO: 01/2024

Breakdown of Costs

All prices to be submitted in Euro Currency.

Bidder Information:

Full Name of Company: _____

Address of Company: _____

Full Name of Contact Person: _____

Contact Telephone Number: _____

Email Address: _____

VAT number: _____

Quote Reference and Date: _____

Item No.	Item Description	Quantity	Unit Price including Duties & Other Taxes/Charges (Delivery Duty Paid-DDP) but excluding VAT €
1	Hiring of Emergency Lights of _____ Watts	800	
2	Missing/Damaged Emergency Lights		
GRAND TOTAL INCLUDING DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP) BUT EXCLUDING VAT			

Signature

Notes to Bidder:

The adjudication shall be carried out strictly in line with the items listed within the Financial Bid Form above.