REFERENCE NUMBER: GTA/03/15


Date Published: Tuesday, 17th February 2015

Deadline for Submission: Wednesday, 11th March 2015 at 10:00am CET / CEST

Tender Opening: Wednesday, 11th March 2015 At 10:15am CET / CEST

Participation is free of charge

IMPORTANT:
- No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from www.islandofgozo.org

Gozo Tourism Association
Flat 4, Ta’ Mliet Court, George Borg Olivier Street, Victoria VCT 104 Gozo

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A. GENERAL PART

1. General Instructions

1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Contracting Authority, 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.

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.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

1.2 This is a call for tenders for [SERVICES TENDER FOR THE PRODUCTION OF TV SPOTS AND THE PURCHASE OF AIR TIME ON LOCAL TV STATIONS FOR THE BROADCAST OF THE PRODUCED SPOTS, AS PART OF THE ‘PROMOTION OF GOZO AS A DISTINCT DESTINATION’ PROJECT].

1.3 This is a [global-price] contract.

1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for request for any additional information from the Contracting Authority</td>
<td>24th February 2015</td>
<td>noon</td>
</tr>
<tr>
<td>Clarifications to be sent either:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Via email on <a href="mailto:gtagozo@onvol.net">gtagozo@onvol.net</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last date on which additional information are issued by the Contracting Authority</td>
<td>5th March 2015</td>
<td>noon</td>
</tr>
<tr>
<td>Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)</td>
<td>11th March 2015</td>
<td>10.00</td>
</tr>
<tr>
<td>Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)</td>
<td>11th March 2015</td>
<td>10.15</td>
</tr>
</tbody>
</table>

* 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. Financing

4.1 The project is co-financed by the European Union/Government of Malta, in accordance with the rules of <The European Agricultural Fund for Rural Development> programme.

4.2 The beneficiary of the financing is [Gozo Tourism Association].

5. Eligibility

5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.

5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.

- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

6. Selection Criteria

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

In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)
This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

(1) Provide data concerning subcontractors and the percentage of works to be subcontracted as per Form marked Sub-contracting (Note 3)

The maximum amount of sub-contracting must not exceed 40% of the total contract value.

The main contractor must have the ability to carry out at least 60% of the contract works by his own means.

(2) A list of the key experts and other staff proposed for the execution of the contract. Public officers and employees of government agencies and government entities of the beneficiary country cannot be recruited as experts. Tenderers are to substantiate their claims in respect to the staff proposed by including the CVs of key staff and signed Declarations of Exclusivity and Availability at tendering stage.

a. At least one key expert with a qualification in either one of the following fields: Communications, Marketing, Advertising, Public Relations and other related areas, with proven knowledge in the production video documentaries, script writing and video productions or proven experience in the field, through the submission of testimonials or samples.

b. A Narrator with a good grasp of the English Language (Native Accent), including an audio sample of similar assignments.

c. A Narrator with a good grasp of the Maltese Language (Native Accent), including an audio sample of similar assignments.

d. An Artistic/Filming Director with a qualification in the field of Media (Moving Image) and creativity, with proven knowledge in the fields of: video documentaries and video productions, or proven experience in the field, through the submission of testimonials or samples of previous assignments.

e. A Camera Operator with a qualification in the field of Media (Moving Image), Creativity or related fields, with proven knowledge in the fields of: video documentaries and/or video productions or proven experience in the field, through the submission of testimonials or samples.

7. Multiple Tenders

7.1 A tenderer may submit multiple tender offers.

7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.

7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

8. Tender Expenses

8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

8.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

9. Site Inspection
9.1 No clarification meeting/site visit is planned.

B. TENDER DOCUMENTS

10. Content of Tender Document

10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:

<table>
<thead>
<tr>
<th>Volume 1</th>
<th>Instructions to Tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume 2</td>
<td>Draft Contract</td>
</tr>
<tr>
<td>Volume 2</td>
<td>General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</td>
</tr>
<tr>
<td>Volume 2</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Volume 3</td>
<td>Terms of Reference</td>
</tr>
<tr>
<td>Volume 4</td>
<td>Model Financial Bid</td>
</tr>
<tr>
<td>Volume 5</td>
<td>Drawings</td>
</tr>
</tbody>
</table>

10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

11.1 Tenderers may submit questions in writing to the Contracting Authority through:

- sending an email to gtagozo@onvol.net

The Contracting Authority must reply to all tenderers’ questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Gozo Tourism Association (http://www.islandofgozo.org/download) within the respective tender’s page, under the subheading “Preview & Free Tender Documents, and Clarifications”. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

13. Law

13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

C. TENDER PREPARATION
14. Language of Tenders

14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

15. Presentation of Tenders

15.1 Tenders must satisfy the following conditions:

(a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.

(b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Gozo Tourism Association, for verification purposes only should the need arise.

(c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Gozo Tourism Association, Flat 04 Ta’ Mliet Court, Gorg Borg Olivier Street, Victoria, Gozo, Malta.

(d) All package, as per (b) above, must bear only:
   (i) the above address;
   (ii) the reference of the invitation to tender concerned;
   (iii) the number of the lot(s) to which the tender refers;
   (iv) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

(a) Bid Bond (Not Applicable)  

(b) General/Administrative Information(Note 2)
   (i) Statement on Conditions of Employment (Volume 1, Section 4)

Selection Criteria

(c) Financial and Economic Standing(Note 2)
   (i) No Evidence of economic and financial standing is required

(d) Technical Capacity(Note 3)
   (i) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4)

(e) Evaluation Criteria/Technical Specifications(Note 3)
   (i) Tenderer’s Technical Offer in response to specifications/Terms of Reference (Volume 3)
      • Organization & Methodology
      • Rationale
      • Strategy
      • Timetable of Activities
   (ii) Literature/list of samples (Volume 1, Section 4)
   (iii) List of Equipment (Volume 1, Section 4)

(f) Financial Offer/Bill of Quantities(Note 3)
The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;

A financial bid in the form provided in Volume 4.

[Any other relevant documentation of a financial nature]

Notes to Clause 16.1:

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.

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

17. Tender Prices

17.1 The tender price must cover the whole of the works as described in the tender documents.

17.2 The tenderer must provide a breakdown of the overall price in Euro (€).

17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked ‘Option 1’, ‘Option 2’ etc. for each individual option clearly outlining the price of the relative option is to be submitted.

17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.

17.6 For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.

17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, except for revision of prices due to Cost of Living Adjustment (COLA) or otherwise provided for in the Special Conditions.

18. Currencies of Tender and Payments

18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

18.2 Payments will be made upon certification of services by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.

18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.
19. Period of Validity of Tenders

19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.

19.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.

19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

20.1 No tender guarantee (bid bond) is required.

21. Variant Solutions

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

21.2 The rates and prices inserted in the bill of quantities (if applicable) must tally with the conditions laid down in the tender documents.

The tenderer must state clearly in his variant proposals any additions or deductions to be made to each of the relevant rates and prices in the event that the Contracting Authority accepts the variant and the details of its construction.

For lump sum contracts, he must include an itemised breakdown of the overall price as modified by the variant solution.

For unit-price contracts, he must include a bill of quantities as modified by the variant solution.

22. Preparation and Signing of Tenders

22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialed by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.

22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialed by the person signing the tender.

22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders
The tenders must be submitted in English and deposited in the Department’s tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**Gozo Tourism Association,**
**Flat 04 Ta’ Mliet Court,**
**Gorg Borg Olivier Street,**
**Victoria,**
**VCT104**

Tenders submitted by any other means will not be considered.

23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.

23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

23.4 Any variant proposal/s must be submitted in a separate, sealed inner envelope, clearly marked "variant".

**24. Extension of Deadline for Submission of Tenders**

24.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

**25. Late Tenders**

25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.

25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

**26. Alterations and Withdrawal of Tenders**

26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.

26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".

26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

**E. OPENING AND EVALUATION OF OFFERS**

**27. Opening of Tenders**

27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Gozo Tourism Association, Flat 04 Ta’ Mliet Court, Gorg Borg Olivier Street, Victoria, Gozo, Malta by the Contracts Committee. They will draw up a ‘Summary of Tenders Received’ which will be published on the notice board at the Gozo Tourism Association and shall also be available to view on the Department’s website, http://www.islandofgozo.org/download.
At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.

Envelopes marked “withdrawal” will be read out first and returned to the tenderer.

Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.

Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

29. Clarification of Tenders

When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.

Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

The following should be read in conjunction with Clause 27.

Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b) and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

(In a 3-package procedure, the administrative compliance with regards to the contents of package 3 (Tender Form, Financial Offer etc) shall be evaluated upon the opening of the latter package).
(ii) Selection Criteria

- Evidence of financial and economic standing (sub-Clause 6.1.1)
- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders’ technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples and/or CVs and Declarations of Exclusivity and Availability (Volume 1 Section 4) so that the Evaluation Committee will corroborate the technical compliance of the offers received.

30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.] The financial evaluation will have to identify the best financial offer [for each lot].

31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

(b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

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

33. Right of the Contracting Authority to accept or reject any Tender

33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

33.2 In the event of a tender procedure’s cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

33.3 Cancellation may occur where:
(a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;  
(b) the economic or technical parameters of the project have been fundamentally altered;  
(c) exceptional circumstances or force majeure render normal performance of the project impossible;  
(d) all technically compliant tenders exceed the financial resources available;  
(e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

34. Notification of Award, Contract Clarifications

34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).

34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:  
(i) the criteria for award;  
(ii) the name of the successful tenderer;  
(iii) the recommended price of the successful bidder;  
(iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);  
(v) the deadline for filing a notice of objection (appeal);  
(vi) the deposit required if lodging an appeal.

34.3 The recommendations of the Contracts Committee shall be published on the Notice Board of the Gozo Tourism Association, and published online on the Department’s website, http://www.islandofgozo.org/download.

35. Contract Signing and Performance Guarantee

35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.

35.2 Within 7 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.
35.5 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.

35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document. The performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Commencement of Services

36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.

36.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.

37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.

37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may,
regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

39. Gender Equality

39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.
A. TENDER SUBMITTED BY:  
(This will be included in the Summary of Tenders Received)  
In case of a Joint Venture/Consortium:  
Name(s) of Leader/Partner(s) | Nationality | Proportion of Responsibilities  
--- | --- | ---  
Leader 1  
Partner 1  
Etc  

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

<table>
<thead>
<tr>
<th>Service intended to be sub-contracted</th>
<th>Name and details of sub-contractors</th>
<th>Value of sub-contracting as percentage of the total cost</th>
<th>Experience in similar services (details to be specified)</th>
</tr>
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<tbody>
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</table>

The maximum amount of sub-contracting must not exceed 40% of the total contract value. The main contractor must have the ability to carry out at least 60% of the contract works by his own means.

B CONTACT PERSON (for this tender)  
Name | Surname |
--- | --- |
| | |

Telephone (____) ______________________ Fax (____) ______________________

Address  
.............................................................................................................  
.............................................................................................................  
.................................................................................

E-mail
C TENDERER’S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No [_______/_______] of [_____/_____/______]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:

[..........................................................................................................................] [description of services]

3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

[..........................................................................................................................]

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) **Tender Guarantee** (Note 1)
   - Bid Bond (Not Applicable)

(b) **General Information** (Note 2)
   - Statement on Conditions of Employment

(c) **Technical Capacity** (Note 3)
• Personnel (Key Experts) to be employed on contract

(d) Evaluation Criteria/Technical Specifications (Note 3)
• Tenderer’s Technical Offer
• Literature /List of Samples
• List of Equipment

(e) Tender Form, and Financial Offer/Bill of Quantities (Note 3)

<table>
<thead>
<tr>
<th>Notes:</th>
</tr>
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<tbody>
<tr>
<td>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. This is indicated by the symbol ○</td>
</tr>
<tr>
<td>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. This is indicated by the symbol ○</td>
</tr>
<tr>
<td>3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●</td>
</tr>
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</table>

12 I acknowledge that the Contracting Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

13 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: __________________________________________

I.D. / Passport Number: ________________________________________

Signature of tenderer: _________________________________________

Duly authorised to sign this tender on behalf of: _________________________________________

Company/Lead Partner VAT No: ________________________________________ (if applicable)

Stamp of the firm/company: ________________________________________

Place and date: ________________________________________________
1. Statement on Conditions of Employment

1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions including wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.

3. The sub-contractor/s agree to all the conditions listed in this statement.

4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.

5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.

6. It is hereby declared that the bidding entity’s employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).

7. It is hereby declared that all the wages/salaries of the bidding entity’s employees are paid only by direct payment in the employee’s bank account.

8. It is hereby declared that the relevant bank statements of wage/salaries’ deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.

9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.

10. A list of the minimum hourly workers’ costs involving the provision of the employees’ services in this tender is being attached.

Signature ....................................................

Name of Signatory .....................................

I.D. No. ....................................................

Name of bidder/contractor .........................

Date .........................................................
3. Key Experts

a. At least one key expert with a qualification in either one of the following fields: Communications, Marketing, Advertising, Public Relations and other related areas, with proven knowledge in the production video documentaries, script writing and video productions or proven experience in the field, through the submission of testimonials or samples.

b. A Narrator with a good grasp of the English Language (Native Accent), including an audio sample of similar assignments.

c. A Narrator with a good grasp of the Maltese Language (Native Accent), including an audio sample of similar assignments.

d. An Artistic/Filming Director with a qualification in the field of Media (Moving Image) and creativity, with proven knowledge in the fields of: video documentaries and video productions, or proven experience in the field, through the submission of testimonials or samples of previous assignments.

e. A Camera Operator with a qualification in the field of Media (Moving Image), Creativity or related fields, with proven knowledge in the fields of: video documentaries and/or video productions or proven experience in the field, through the submission of testimonials or samples.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting more information about the key staff. Tenderers are to substantiate their claims in respect to the staff proposed by including the CVs of key staff and signed Declarations of Exclusivity and Availability at tendering stage.

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Proposed Position</th>
<th>Nationality</th>
<th>Age</th>
<th>Educational Background</th>
<th>Specialist Area of Knowledge</th>
<th>Years of Experience</th>
<th>Languages and Degree of Fluency (VG; G; W)</th>
</tr>
</thead>
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</tbody>
</table>
Signature: ............................................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: .................................................................................................
3.1. Statement on Exclusivity and Availability

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer .......................................................... [name of tenderer] in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
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</thead>
<tbody>
<tr>
<td>&lt; start of period 1 &gt;</td>
<td>&lt; end of period 1 &gt;</td>
</tr>
<tr>
<td>&lt; start of period 2 &gt;</td>
<td>&lt; end of period 2 &gt;</td>
</tr>
<tr>
<td>&lt; etc &gt;</td>
<td>&lt; etc &gt;</td>
</tr>
</tbody>
</table>

I confirm that during the above period(s) I am not engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this tender.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Key Expert: ..............................................................................
Signature: ............................................................................................
Date: ....................................................................................................
4. Literature/List of Samples

1. List of Samples to be submitted with the tender:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference in Technical Specifications/Tender Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Samples of at least five similar productions i.e. Television Spots/Adverts</td>
<td>N/A</td>
</tr>
<tr>
<td>1.2</td>
<td>The CV of at least one key export with a qualification in either one of the following fields: Communications, Marketing, Advertising, Public Relations and other related areas, with proven knowledge in the production video documentaries, script writing and video productions or proven experience in the field, through the submission of testimonials or samples.</td>
<td>As outlined in section 6.1.2 Information about the tenderer’s technical capacity.</td>
</tr>
<tr>
<td>1.3</td>
<td>The CV of a Narrator with a good grasp of the English Language (Native Accent), including an audio sample of similar assignments.</td>
<td>As outlined in section 6.1.2 Information about the tenderer’s technical capacity.</td>
</tr>
<tr>
<td>1.4</td>
<td>The CV of a Narrator with a good grasp of the Maltese Language (Native Accent), including an audio sample of similar assignments.</td>
<td>As outlined in section 6.1.2 Information about the tenderer’s technical capacity.</td>
</tr>
<tr>
<td>1.5</td>
<td>The CV of an Artistic/Filming Director with a qualification in the field of Media (Moving Image) and creativity, with proven knowledge in the fields of: video documentaries and video productions, or proven experience in the field, through the submission of testimonials or samples of previous assignments.</td>
<td>As outlined in section 6.1.2 Information about the tenderer’s technical capacity.</td>
</tr>
<tr>
<td>1.6</td>
<td>The CV of a Camera Operator with a qualification in the field of Media (Moving Image), Creativity or related fields, with proven knowledge in the fields of: video documentaries and video productions or proven experience in the field, through the submission of testimonials or samples.</td>
<td>As outlined in section 6.1.2 Information about the tenderer’s technical capacity.</td>
</tr>
<tr>
<td>1.7</td>
<td>Signed Statements on Exclusivity and Availability for each key expert proposed</td>
<td>N/A</td>
</tr>
<tr>
<td>1.8</td>
<td>A list of equipment which the tenderer intends to use to carry out the tender deliverables</td>
<td>As per VOLUME 1 SECTION 4 - TENDERER’S STATEMENTS, Form 5</td>
</tr>
<tr>
<td>1.9</td>
<td>Tenderer’s response to technical specifications, outlining rational, strategy and timetable</td>
<td>As a response to SECTION 4 - TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE Terms of Reference</td>
</tr>
</tbody>
</table>

Signature: ...........................................................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: ..............................................................................................................
5. List of Equipment

Kindly provide a list of equipment which will be used to carry out the tender deliverables, including the use of HD Filming Equipment.

Signature: ..................................................................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: .....................................................................................................................
Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

Beneficiary Country: The Maltese Islands.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Budget Breakdown: In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

Cash Flow Forecast: The Contractor’s estimate of the cash flows arising directly from the execution of a fee-based contract.

Contracting Authority: means the Gozo Tourism Association.

Commission: The European Commission.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

Contract: The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

Contract Value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contracting Authority: means the final beneficiary of the contract.

Contractor: The party which contracts to perform the services.

Day: Calendar day.

Drawings: Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

EC: The European Community.

EU: The European Union.

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Fee-Based Contract: A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

Final Beneficiary: The Department/Entity or other government body on whose behalf the Gozo Tourism Association has issued this tender.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.
General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

Global Price Contract: A contract under which the services are performed for an all-inclusive fixed price.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Project Manager which modifies the works.

Month: Calendar month.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project: The project in relation to which the services are to be provided under the contract.

Project Manager: The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

Public Service: Government Ministries and Departments.

Services: Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

Tender documents: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Terms of Reference: The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

Time Limits: Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.
Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

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.

21(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 contracting 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) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Superior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board’s decision.

(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.

Part XII - Separate packages in tender offer

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

(1) Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at
the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:

(a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;

(b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and

(c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.

In the process of adjudicating the tender, the packages for all tenderers shall be opened in public and in the sequence enumerated in the sub-regulation (1). When at any stage, any tenderer fails to comply with the tendering procedural requirements and, or with the specifications, the remaining packages in his tender offer are to be discarded unopened:

Provided that the Director of Contracts or, with his authorization, any contracting authority, shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Gozo Tourism Association as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.

A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Gozo Tourism Association at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer’s or other person having or having had an interest in obtaining a particular public contract’s favour:

Provided that the deposit shall in no case be less than ten thousand euro (€10,000) or more than fifty-eight thousand euro (€58,000).

The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.

The procedure to be followed by the Board when carrying out the review shall consist in a complete and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.

In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.

The Chairman of the Review Board shall also have the right to seek expert advice from outside the department or contracting authority involved.

The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.

Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the
award procedure, that is, the opening and the publication of the financial proposals:

Provided that any rights granted to tenderers by virtue of regulation 85(6) shall also apply to appeals decided by the Review Board under this Part:

Provided further that any tenderers whose complaint have been heard in terms of sub-regulation (4) may request a substitute of the members of the Review Board when appealing in terms of sub-regulation (10).

Part XIII - Appeals

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

(1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Gozo Tourism Association 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.

(2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

(a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Gozo Tourism Association or at the office of the contracting authority prior to the award of the contract;

(b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;

(c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.
Form 1 - Power of Attorney

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .................................................................

(the person or persons authorised to sign on behalf of the tenderer)

Date: .................................................................
### Form 2 - Data on Joint Venture/Consortium (Where applicable)

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<td><strong>2</strong></td>
<td><strong>Managing Board’s Contact Details</strong></td>
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|   | Address: ..........................................................
|   | ........................................................... |
|   | Telephone: .................. Fax: ........................ |
|   | Email: ................................. |

| **3** | **Agency in the state of the Contracting Authority, if any (in the case of a Joint Venture/Consortium with a foreign lead partner)** |
|   | Address: ..........................................................
|   | ........................................................... |
|   | Telephone: .................. Fax: ........................ |
|   | Email: ................................. |

| **4** | **Names of Partners** |
|   | (i) .......................... |
|   | (ii) .......................... |
|   | (iii) .......................... |
|   | (iv) .......................... |

| **5** | **Name of Lead Partner** |
|   | .......................................................... |

| **6** | **Agreement governing the formation of the Joint Venture/Consortium (Enclose Joint Venture/Consortium Agreement)** |
|   | **Place of Signature:** ..................................................
|   | **Date of Signature:** .................................................. |

| **7** | **Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each**

* The company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means.

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**Signature:** ..........................................................

*(the person or persons authorised to sign on behalf of the tenderer)*

**Date:** ..........................................................
Form 3 - Sub-Contracting

If the tenderer plans to sub-contract part of the works, he must provide the following details:

<table>
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<tr>
<th>Service/s intended to be sub-contracted</th>
<th>Name and details of sub-contractors</th>
<th>Value of sub-contracting as percentage of the total cost</th>
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Signature: .................................................................
(the person or persons authorised to sign on behalf of the tenderer)

Date: .................................................................

*The maximum amount of sub-contracting must not exceed 40% of the total contract value.*

*The main contractor must have the ability to carry out at least 60% of the contract works by his own means.*

*Please provide a clear indication of the tasks that will be entrusted to sub-contractors and a statement by the tenderer guaranteeing the eligibility of any sub-contractor.*
Financed by: ........................................................ [Specify Source of Financing]
Project: ............................................................ [Title and Number]
Contract Number: ........................................... [Contract Number]

This contract is concluded between:

Gozo Tourism Association
Flat 04 Ta’ Mliet Court,
Gorg Borg Olivier Street,
Victoria, VCT104

(hereinafter called “The Contracting Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Contracting Authority is desirous that certain services should be executed by the Contractor, viz.:

[Contract Title]

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

   (a) this Contract,
   (b) the Special Conditions,
   (c) the General Conditions,
   (d) the Terms of Reference,
   (e) the Contractor’s technical offer (Organization & Methodology) (including any clarifications made during adjudication),
   (f) the Financial Offer (after arithmetical corrections)/breakdown,
   (g) the Tender Form,
   (h) any other documents forming part of the contract.

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

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remediing of defects therein the amount of:

   • Contract price (excluding/including VAT/other taxes): €.................................
• Contract price in words: ................................................................. Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €............... equivalent to 10% of the contract value together with the signed contract.

6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

7. The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

Done in English in three originals: one for the Contracting Authority, one for the Contracting Authority, and one for the Contractor.

Contracting Authority: Contractor:
Signed by: Signed by:
........................................................... ...........................................................
In the capacity of: In the capacity of:
........................................................... ...........................................................
Being fully authorized by and acting on behalf of Being fully authorized by and acting on behalf of
........................................................... ...........................................................
Date: .................................................... Date: ....................................................

Page 36
The full set of General Conditions for Services Contracts (Version 1.03) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

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.
SECTION 3 - SPECIAL CONDITIONS

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

Article 1: Notices and Written Communications

1.1 This tender is being issued by the Gozo Tourism Association whose premises lie at:

Gozo Tourism Association
Flat 4,
Ta’ Mliet Court,
George Borg Olivier Street,
Victoria VCT 104
Gozo

Contact person for the project shall be Mr. Joseph Muscat or anyone appointed on his behalf.

Communication procedure between parties shall always be ‘written communication’ and language shall be English.

Article 2: Supply of Information

2.1 As per General Conditions.

Article 3: Assistance with Local Regulations

3.1 As per General Conditions.

Article 4: Obligations of the Contractor

4.1 As per General Conditions.

Article 5: Medical, Insurance and Security Arrangements

5.1 N/A

Article 6: Intellectual and Industrial Property Rights

6.1 Any results or rights theron, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Gozo Tourism Association and the Malta Tourism Authority (MTA), which may use, publish assign or transfer them as it deems fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

Article 7: Scope of the Services

7.1 The scope of the services is defined in Section 4 (Terms of Reference)

Article 8: Personnel and Equipment

8.1 As per General Conditions.

Article 9: Execution of the Contract
9.1 The date on which the contract is expected to commence shall be in the first week of March 2015.

9.2 The period of performance of this tender shall be from the start of the contract last week of March 2015 till May 2015.

Article 10: Delays in Execution

10.1 The daily penalties for delays in execution shall be Euro 150 per day up to a limit of €5,000

Article 11: Amendment of the Contract

11.1 As per General Conditions.

Article 12: Interim and Final Progress Reports

12.1 Not applicable.

Article 13: Payments and Interest on Late Payment

13.1 Payments will be made in interim instalments as follows:
10% upon completion of the six productions.
10% upon confirmation of air time.
20% upon airing of the first spot
20% upon airing of the second spot
Final Payment upon airing of the final spot.

Article 14: Pre-Financing Guarantee

14.1 Not applicable.

Article 15: Audit Certificate

15.1 Not applicable.
Gozo Tourism Association  
Flat 4, Ta’ Mlet Court, 
George Borg Olivier Street, 
Victoria VCT 104 Gozo  
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 Director of Contracts and [Name and Address of Contractor] hereinafter referred to as “the Contractor” as per the latter’s tender and your acceptance under [CT File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 7.8 of the General Conditions for Service Contracts 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 tender 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]
Terms of Reference

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 - Contracting Authority

Department of Contracts

1.3 - Contracting Authority

Gozo Tourism Association

1.4 - Relevant Country Background

Malta is a small island in the Mediterranean with a population of approximately 400,000 habitants. Tourism in Malta is an important sector of the country's economy, contributing to about 15 per cent of the nation's gross domestic product (GDP). Malta features a number of tourism attractions encompassing elements of the island's rich history and culture, as well as aquatic activities associated with the Mediterranean Sea.

Gozo is the second Largest island of the Maltese Archipelago, roughly circular in shape, 14 km by 7km in area. Millions of years ago the Maltese island were the elevated regions on a mass of land extending southwards from nearby Sicily. This continental shelf was submerged when the sea level rose during the interglacials leaving those land tips exposed in the centre of the Mediterranean Sea.

Gozo, is reachable within 20 minutes by the ferry, the only link between the two islands is by sea transport. Given its Mediterranean weather, the Maltese Islands are blessed with good weather all year round. Thus, most of the activities can be enjoyed throughout the year, giving the opportunity to reduce seasonality and balance the consumption of the limited resources of the islands.

Gozo is rural and simple, its culture and way of life rooted in fishing, and in primitive pastoral and agricultural activity. Tomatoes, potatoes, onions, melons, grapes, figs, oranges, and tangerines are the island’s prime agricultural produce.

1.5 - Current State of Affairs in the Relevant Sector

The development of tourism in Malta took off in the late 1950’s. Prior to this the Maltese economy was geared towards providing services to the British military base. The tourism industry was not at all important during that time. However, this situation changed as a consequence of the fact that the British Government started running down the base due to Malta's loss of strategic importance.

New areas of economic development had to be identified. Tourism, together with ship repair and light manufacturing were identified as possible areas capable of immediate development. These
sectors earn the Maltese economy the much needed foreign currency. This foreign currency is required because Malta has to import most of its requirements since it has very limited resources which are not at all numerous in variety.

Although Malta has been striving to achieve a more even spread in tourist arrivals throughout the year, major changes in visitor flows are difficult to achieve. Various initiatives have been taken by both the Malta Tourism Authority and the Ministry for Tourism in promotion to instigate potential tourists to attract tourists to the Maltese Islands also during the shoulder and winter months.

Gozo is considered as one of Malta’s niche markets. Niche marketing proposes and presents a number of valid and viable options for the promotion of a small but unique destination like Gozo, at present as well as in the foreseeable future. It’s without any doubt that the island’s main attractions lie in its inherent rural character and natural environment. The slow-paced way of life, the peaceful atmosphere and the hospitable Gozitans are other vital and unique selling propositions that together with the wealth of its traditional and historical heritage give a distinctive mark to product Gozo.

As a rural destination, Gozo can provide a wealth of rich experiences for the visitor. Nowadays, domestic and international visitors in increasing numbers are turning to countryside destinations for holidays. However, acknowledging changes in tourist statistics relating to the length and type of visit being sought and a rapid growth in alternative destinations worldwide, have resulted in a situation within which rural destinations are faced with the need to be even more competitive.

Rural tourism in Gozo has become by default the island’s best tourism management tool with participating stakeholders endorsing the island’s potential in this regard. Rural tourism has been projected as a possible catalyst within the context of implementing the island’s Eco-Gozo strategy. Gozo’s traditional and cultural heritage strengthen the island’s characteristics that include amongst other things unique historical sites and buildings, cultural treasures, a Mediterranean cuisine with a distinctive local taste together with a rural environment that boasts beautiful scenery surrounded by clear deep blue sea in a warm climate.

Gozo will be able to offer a unique experience to potential tourists willing to travel in shoulder months. Having been blessed with such a warm climate, such packages and activities will allow to be available nearly all year round. The stakeholders are aware that this sector in Gozo is not yet attracting families and large groups. Although the island is endowed with natural and scenic beauty, it lacks other elements considered as basic ‘raw materials’ within the rural tourism industry. For this reason the island is in direct competition with other emerging destinations in the Mediterranean area. Thus the island’s distinctive product should be considered as a unique selling proposition that gives rural destination Gozo a competitive edge.

All of us who work or contribute through our endeavours within this important economic sector must share a vision for rural tourism and acknowledge and appreciate the potential benefits that may be derived through rural tourism activities on a regional basis. Rural activities in Gozo have great potential for both domestic and international tourists. Rural tourism projects are quite often based upon the accommodation offer thus sidelining the much needed development of complementary products and services that would definitely enhance Gozo’s potential. Thus, this project will enable the establishment of a stakeholder’s network for a positive collaboration in the creation of innovative rural packages which will in turn boost Gozo’s rural economy.

This will be done through various activities mentioned in the project. Some of which are upgrading of the website into a booking portal, a more informative website and the real experiences by the local and foreign bloggers on the website’s blogging page. All this will be further sustained by the much needed TV spots and print adverts both locally and internationally. The international conference will further add to the benefits of Gozo’s tourism business industry directly but will also impact positively on the other sectors such as the local produce, arts and crafts, transport sector and airline business.
The Gozitans have become aware of and acknowledge the opportunities that are being offered by the rurality of the island. Today a number of Gozitans make their living through the production of several local produce which is unique in its quality. A few examples of the traditional local produce are the Gozitan peppered cheeselets (practically produced according to traditional methods), Gozo honey, sundried tomatoes, as well as wine, olive oil and the limoncello liqueur which is produced from the numerous citrus groves found around fertile Gozo. In the past, the local produce was necessary in our ancestors’ fight for survival, today it is not only a means of income and economic well-being but a complimentary attraction that offers authenticity within Gozo’s tourism product that enthralls visitors from both the domestic as well as the foreign markets. One of the growing trends in this industry which can be linked to rural sector is the increasing interest in local gastronomies and tourists travelling for local culinary experiences. In this respect, the importance of local cuisine in tourists’ dining experience has been noted as one of the determining factors that affect tourists’ destination choice, thus, we can truly say that Gozo boosts a rich and healthy Mediterranean cuisine offering unique local produce which will definitely boost tourism experiences in the rural sector.

Another emerging niche touristic segment on Gozo is related to Agri-activity. Today we have Gozitan entrepreneurs who are rehabilitating agricultural land by converting it into estates focusing on the cultivation of local fruit trees, vine yards and olive groves. Besides proving beneficial in enhancing Gozo’s rural landscape, they are proving to be an added attraction that gives agricultural experiences to visitors through the sharing of the farmers’ fruit picking activities and the daily chores of farm animals on the estate. This authentic Gozitan rural attraction needs more backing and support in order to establish it as one of the main features of Gozo’s rural tourism concept.

Through the project’s marketing and advertising activities, Gozo will be clearly mapped as a distinct destination and will have an opportunity to be more competitive and to reach potential tourists at the time when choosing their potential holiday destination. Apart from the more informative website and blogging experiences, the booking portal will enable such tourists to easily access Gozo’s services and facilitate real time booking.

In spite of the multiple definitions and expanded scope of rural tourism, there is a consensus that its main objective should be sustainability. Moreover, we must all appreciate the potential positive affect this may have on our country’s economy both from a regional as well as a national perspective.

1.6 - Related Programmes and Donor Activities

The Malta Tourism Authority promotes the Maltese Islands as an all year round tourism destination. The work carried out by the Malta Tourism Authority helps increase awareness of the Maltese Islands (Malta, Gozo and Comino), as well as the distinct activities that one can engage in whilst here. The Authority manages a considerable marketing budget which helps in promoting the islands on the international fora through participation in international fairs, creation and updating of online marketing platforms, as well as holding constant talks and discussions with tour operators, airlines and other touristic operators which might have an impact on the industry. The Malta Tourism Authority has also drafted a marketing plan for Malta and Gozo with the final aim of having a more direct approach for its marketing efforts.

The Malta Tourism Authority falls under the Ministry for Tourism who is responsible for setting the overall direction in the sector. This is being done through the drafting of the Tourism Policy for the Maltese Islands. This policy will build on the current policy direction and try to explore new ways and means on how to tackle issues related to seasonality as well as diversification.

Gozo has always been given specific attention by the Ministry for Tourism and the Malta Tourism Authority and is high on government’s agenda. Government recognizes the individual characteristics of the island of Gozo and has been promoting the island as a unique tourism destination. This effort is clearly manifested not only through the attention given to the islands in the different marketing strategies adopted by the government and its entities but also through the setting up of a Gozo unit, within the MTA’s marketing directorate, which work is solely that of promoting Gozo.

This work is in line with the work that is carried out by the Gozo Tourism Association which is an Association of tourism private operators on the island of Gozo and who has been responsible for
further improving the sector through improved collaboration with government entities, participation in overseas fairs as well as coming up with improved policy / strategy actions that could be implemented for reduced bureaucracy as well as increased efficiency for the island of Gozo.

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:

- Carrying out local promotion of Gozo as a distinct tourism destination

2.2 - Specific Objectives

The objectives of this contract are as follows:

- Increase awareness of Gozo as a distinct tourism destination

2.3 - Results to be achieved by the Contractor

1. Purchase of space in local TV media and
2. Creation of six (6) short promo to be aired in order to increase awareness about Gozo as a distinct tourism destination.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

No assumptions are being made.

3.2 - Risks

Risks are normal risks associated with tender issuing and awarding including possible delays which might affect the timely implementation of the project.

4. Scope of the Work

4.1 - General

4.1.1 Project Description

The project aims to showcase Gozo as a distinct island destination in the Mediterranean. Gozo’s tourism offer is diverse, unique and niche based. Therefore the promotion will focus on such assets. Added to this the proposal envisages an element of strategy setting and planning with a public private element that allows for holistic long term planning in relation to promoting Gozo. Combining these elements results in a proposal that will yield results in the short and long term.

The purpose of this project is to provide assistance to the development of creative and innovative activities to market Gozo’s distinctiveness in the short and long term. The strategic objective of this project is to develop Gozo distinctiveness and enhance synergies with tourism related activities in order to promote growth and reduce seasonality in a sustainable manner. This will be done through the assessment of the current situation and the setting up of a marketing action plan that will allow the association and the authority a clear pathway of how to position and market Gozo as a distinct destination in for a period of three years. The implementation of a promotional campaign
targeting both overseas and local tourists, the enhancement of the website and the setting up of an annual international tourism conference in Gozo all lead to achieving the scope of this action.

Through its implementation the project proposal aims to achieve the following objectives:

- Take stock of the current situation and strategically position Gozo to enhance its visibility internationally and within certain niche markets;
- Improve and increase the awareness of Gozo as a distinct destination through various innovative marketing tools;
- Stimulate visitor arrivals to Gozo from domestic and international markets;
- Engage and empower the main stakeholders to collaborate in the promotion of Gozo through the public and non-governmental partnership approach;
- Plan long term outlining milestones and measurable results.

The partnership development in this project is a natural continuation of the intrinsic link between the GTA and the MTA in terms of promoting Gozo as a distinct destination. The authority and association have undertaken joint initiatives since 1999 where both GTA and MTA attended the World Travel Market together. Since then, the MTA and GTA have undertaken to attend a number of fairs together and have also worked on national initiatives to promote Gozo as a distinct and unique destination. The GTA have also garnered the financial support of the Ministry for Gozo which is vital to ensure the sustainability of the organisation.

4.1.2 Geographical Area to be covered

Gozo

4.1.3 Target Groups

Locals and the Gozo tourism industry

4.2 - Specific Activities

Local Promotion

Gozo enjoys a combination of domestic and international tourists. Yet, each category would need to be targeted specifically given their diverse approach to and expectations of the destination. The project will implement a local and international promotion campaign focusing on innovative promotional techniques ensuring maximum exposure of the destination.

The domestic tourist views Gozo as a quick getaway that offers relaxing respite to the high stress environment on the sister island. In view of this, the domestic tourist looks for relaxing short holidays which will not break the bank and a tourism product that offer the break from reality that is needed. Within this category the project will focus on short TV spots, aired on local tv stations to ensure a wide catchment area of the target audience. The spots will be themed focusing on events, relaxing getaways, gastronomy and outdoor activity among others. The project will focus the air time of these spots during the low season when the destination is able to offer more competitive prices and a wider variety of their product offer.

The Contractor carrying out the work will be expected to

- Filming in different locations in Gozo, in HD Broadcast Format, including the use of actors/extras and any other requirements to ensure a high quality production (Contractors
will be allowed to use stock video, as long as the Contractor is the copyright holder of the material. Such copyright will then be transferred to the Contracting Authority).

b) Conducting of research, including the development of an advertising punchline.

c) Professional Copywriting in Maltese and professional recording of voice over in Maltese. (Airing of Spots shall be in Maltese language).

d) Translation of Maltese Script into Native English and dubbing of spots in Native English.

e) Post Production editing leading to the Creation of 6 (30 seconds) videos for the promotion of Gozo, including adequate copyright free music.

f) Supply of 2 (two copies) of video data file and all other post production raw data.

g) Ensure that the latest EU Publicity is adhered to and other publicity guidelines as instructed by the Contracting Authority.

h) Purchase of air time on local TV stations for the promotion of Gozo;

- NB: each phase will be carried out in strict co-ordination with the contracting authority, bidders will be expected to seek the approval of the contracting authority before the starting of each phase. The contracting authority reserves the right to request amendments until it is satisfied with the final result of each phase.

Creation of 6 (30 seconds) videos for the promotion of Gozo.

The 6 short promo videos must promote different aspects of the different niches that one can experience in Gozo. The chosen contractor will be expected to create 6 videos focusing on Gozo’s rural aspect, environmental nature, diving/adventure and nature, temples and marine heritage, food and wine, and events. These will be discussed in detail with the Contracting Authority who will approve or provide an alternative list. Decision of the Contracting Authority is final.

The 6 - 30 seconds - promotional videos must be delivered in format that will be specified to the contractor by the Contracting Authority.

Purchase air time on local TV stations for the promotion of Gozo;

Contractor is expected to provide the following air time:

i) 2 slots per week during prime time for a period of 8 weeks (between April and May) of 30 seconds each distributed as follows 40% TVM, 30% ONE TV; 30% NET TV.

All intellectual property rights of these 6 videos will be of the Gozo Tourism Association and the Contractor cannot, at the end of the project, make use or distribute these videos without the prior written consent of the GTA.

Given that this is an EU funded project, proper publicity to the EU funds under which this project is financed must be given. The Contracting Authority will give the contractor all the information necessary in this regard however it is the responsibility of the contractor to ensure that the publicity guidelines are followed at all times. Omissions in this regard must be rectified by the contractor at his own expense.

4.3 - Project Management

4.3.1 Responsible Body

Gozo Tourism Association

4.3.2 Management Structure

Gozo Tourism Association
The Project is being implemented by the GTA in collaboration with the Malta Tourism Authority (MTA). The CEO of the GTA is in charge of the overall progress of the project (project leader).

For the day to day running of the project a Project Manager / Coordinator will be employed. He will be the liaison between the GTA and the contractor. Orders coming from the Project Manager / Coordinator will be deemed to be orders coming from the GTA.

The MTA will be assisting the GTA through the overall project implementation. This is being done by the EU Affairs and Policy Development (EUPD) unit. The EUPD will work closely with the GTA CEO (project leader) and the project manager / coordinator employed for the duration of the project.

4.3.3 Facilities to be provided by the Contracting Authority and/or other parties

No facilities are to be provided by the Contracting Authority.

5. Logistics and Timing

5.1 - Location

The project will cover the area of Gozo but will make use of media which is distributed all over the Maltese Islands. Contractor will need to carry out meetings with different suppliers who might operate in Malta and Gozo. No extra transport or logistic fees will be paid apart from the global sum quoted in the bill of quantities.

5.2 - Commencement Date & Period of Execution

The intended commencement date is last week of March 2015 and the period of execution of the contract will be 2 months (but cannot be later than end May 2015) from this date. Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

6. Requirements

6.1 - Personnel

6.1.1 Other Experts

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not have been included in tenders.

The Contractor shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology. For the purposes of this contract, international experts are considered to be those whose permanent residence is outside the beneficiary country while local experts are considered to be those whose permanent residence is in the beneficiary country.

The Contractor should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

Note that civil servants and other staff of the Public Service of the beneficiary country cannot be recruited as experts. See sub-article 9.5 of the General Conditions.

6.1.2 Support Staff and Backstopping
As appropriate.

6.2 - Accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contractor.

6.3 - Facilities to be provided by the Contractor

The Contractor shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

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.

7. Reports

7.1 - Reporting Requirements

No reports are required

8. Monitoring and Evaluation

8.1 - Definition of Indicators

a) Creation of 6 (30 seconds) short promo videos promoting tourism in Gozo

b) Purchase of 16 TV window slots on 3 local TV stations (as per point 4.2 above) from the period of April to May 2015

8.2 - Special Requirements

Not applicable
TENDERER’S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

To be completed by tenderer

1. RATIONALE

- The local marketing campaigns' objective is to target locals to appreciate more the potential of Gozo as a tourism destination where one can engage in numerous activities ranging from relax, health, sports and adventure activities, as well as conference and incentive facilities for the local tradesman.
- The aim is to increase tourism flows during the shoulder months
- The 6 short video clips must clearly capture the different yet unique character of the island of Gozo.
- The points highlighted through this tender are an idea of the different kind of activities one can engage in. Bidders are expected to come up with a plan on the different activities they think should be featured for each of the 6 videos. Bidders are also expected to highlight how they intend to present the message (ex. story like, use of extras, scenarios chosen etc). Please note that all costs are to be included under the global sum and no extra payments will be effected.
- Filming and editing of the 6 short video clips must be ready to ensure airing within the specified timeline. Assumptions is being made that weather will be clement but also that the winning contractor will make use of every time available to shoot the best quality videos.
- Bidders are also expected to present a timeline of when the short video clips will be aired on local television stations including name of TV stations, date and time. Bidders are also to present a short strategy on how they intend to distribute the different thematic video clips over the marketing period being proposed (reference is to be made to the Terms of Reference).
- The Bidder is to list any risks he is foreseeing as well as means he plans to a) avoid them if possible and b) not be stopped is these cannot be avoided.

2. STRATEGY

- Bidders are to present a plan clearly showing different list of the 6 thematic videos and when and where these will be shot;
- Plan is to include a detailed description clearly giving the evaluation committee an idea of what to expect as a final result.
- Bidders are to present a plan clearly showing when each of the different videos is to be aired, on which television station and time of airing.
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them must be presented
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in Note 3 in Section A of Volume 1 Section 2 - Tender Form, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

3. TIMETABLE OF ACTIVITIES

- Plan must include the timing, sequence and duration of the proposed activities, taking into account mobilisation time. Plan must respect overall timeframes of the execution of the project.
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference
TENDERER’S RESPONSE (ORGANIZATION & METHODOLOGY)

Bidders are expected to present details, in response to the requisites as outlined in the TENDERER’S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY), based on each point as outlined in the Rationale, Strategy and Timetable of activities, so as to allow the contracting authority to evaluate the tenderer’s technical offer. It is important that bidders answer to each point outlined (page 50).
Financial Offer / Bill of Quantities

SERVICES TENDER FOR THE PRODUCTION OF TV SPOTS AND THE PURCHASE OF AIR TIME ON LOCAL TV STATIONS FOR THE BROADCAST OF THE PRODUCED SPOTS, AS PART OF THE ‘PROMOTION OF GOZO AS A DISTINCT DESTINATION’ PROJECT as outlined in the Tender Document, Advert Number GTA/03/15:

FINANCIAL BID BREAKDOWN

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<th>Description of Service</th>
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<td>Creation of 6 (30 seconds) videos for the promotion of Gozo.</td>
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<td>B</td>
<td>Purchase air time on local TV stations for the promotion of Gozo;</td>
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GRAND TOTAL