



DEPT. REF: GCOL C 02/2020

CONCESSION FOR THE PROVISION OF ADVERTISING SERVICES ON COMPANY
TIMETABLES

Date Published: 10 July 2020

Closing Date: 31 July 2020 At 10:00am CET

Free of Charge

IMPORTANT:

Clarifications shall be made available to view/download from www.gozochannel.com

Gozo Channel (Operations) Limited
The Brokerage, Level 2, St. Martha Street, Victoria, Gozo

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CONCESSION FOR THE PROVISION OF ADVERTISING SERVICES ON COMPANY TIMETABLES - GCOL C 02/2020

1. Scope and purpose of this call

1.1 Introduction

1.2 Gozo Channel (Operations) Limited is seeking concession for advertising services on Company timetables.

1.3 Applicants shall submit their concession as per the stipulated format in Annexes 1 to 4. Each application submitted in response to this call for concession must clearly indicate the details of the applicant as per the attached documentation.

2. Concession Process

2.1 Method of Submission

2.1.1 Applicants are required to complete and submit the following documents (as per attached forms in Annexes 1, 2, 3 and 4).

- a. Annex 1: Details of Bidders Form
- b. Annex 2: Bidders Statement
- c. Annex 3: Sub-contracting Form
- d. Annex 4: Financial Offer Form

Concession documents should be closed in a sealed envelope, with the Concession No and the Description of the Concession clearly marked on them and deposited in the tender box, (Gozo Channel (Operations) Ltd, The Brokerage, Level 2, St. Martha Street, Victoria, Gozo) by the time and date set for the submission of applications.

Late Submissions will not be accepted.

2.1.2 Each concession document must be duly signed by the applicant. In the case of a registered company this must be signed by an authorized representative of the company.

2.1.3 By submitting a concession the applicant shall be deemed:

- i. To have understood and accepted all the contents of this concession document;
- ii. To be in a position to carry out all the services included in the concession; and
- iii. To have accepted the conditions, payment terms and requirements under which the services required would be contracted.

2.1.4 It is the applicant's sole responsibility to read and understand the concession document, and submit their application in accordance therewith.

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2.2 Award of Concession

- 2.2.1 Gozo Channel (Operations) Ltd reserves the right to reject any concession/bid. Moreover, Gozo Channel (Operations) Limited reserves the right to cancel the whole concession procedure and reject all concessions. Gozo Channel (Operations) Limited reserves also the right to initiate a fresh call for concession. In the event of a concession procedure's cancellation, bidders will be notified by Gozo Channel (Operations) Limited. Cancellation may occur where: the concession procedure has been unsuccessful, namely where no qualitatively or financially worthwhile concession has been received or there has been no response at all; the economic or technical parameters of the concession have been fundamentally altered; exceptional circumstances or force majeure render normal performance of the concession impossible; all technically compliant concessions exceed the financial resources available and there have been irregularities in the procedure, in particular where these have prevented fair competition. **In no circumstances will Gozo Channel (Operations) Limited be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a concession, even if Gozo Channel (Operations) Limited has been advised of the possibility of damages. The publication of a contract notice does not commit Gozo Channel (Operations) Limited to implement the programme or project announced.**
- 2.2.2 Gozo Channel (Operations) Ltd shall not be bound to select any application, and will not accept responsibility for any expense or loss which may be incurred by any applicant. In so doing Gozo Channel (Operations) Ltd shall not be liable to give any reason whatsoever.
- 2.2.3 Subject to Clause 2.2.1 and 2.2.2, Gozo Channel (Operations) Ltd will issue a Letter of Acceptance/Contract in favour of the selected bidder.

3. Technical Specifications

- 3.1 Gozo Channel (Operations) Limited invites offers for the provision of advertising services on Company timetables.
- 3.2 Advertising on timetables provides an excellent advertising opportunity with easy and broad access to passengers utilizing the ferry and clients of Gozo Channel.
- 3.3 Against this background, interested parties are hereby being invited to submit offers for the provision of advertising with respect to the reverse side of two hundred thousand (200,000) timetables issued by the Company. If the amount of timetables ordered by the Company will exceed two hundred thousand (200,000), bidder will pay an additional amount (to the Company) pro rata to their offer vis-a-vis final amount against quoted amount submitted. ***Final figure may vary accordingly to Company exigencies.*** The figure of 200,000 is an indicative figure only. Gozo Channel (Operations) Limited will not be liable for any charges, fines, damages, fees and/or expenses by the awarded Contractor if the total amount of timetables ordered is less than the call for quotation figures or if printer/supplier of timetables does not supply the requested timetables within the stipulated time frame as requested by Gozo Channel (Operations) Limited. Or defaults in a production batches ordered by the Company.

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- 3.4 Samples of each of such timetables may be collected from the Company's Office at The Brokerage, Level 2, St Martha Street, Victoria, Gozo.
- 3.5 This call for concession is for a period of one (1) year, with the option, by mutual consent, to renew for a further period of one year based on the same rates, terms and conditions.
- 3.6 In awarding this contract, the Company will take into consideration all information submitted in the Offer/s.
- 3.7 The primary purpose of this call for concession is to select qualified suppliers who shall be able to supply the Company with a product of acceptable quality.
- 3.8 Bidders should be aware that the Company will then award the concession to the highest bid submitted.
- 3.9 Any artwork expenses will be borne solely by the Provider.
- 3.10 The number of different artworks that can be submitted for this concession document is five (5). The number of artworks that can be included within each timetable cannot exceed two (2) in number.
- 3.11 Gozo Channel shall not be held responsible for any consequences or damages suffered by the awarded Contractor due to default of third parties, included but not limited to shortcomings of the third-party Contractor appointed for the printing of the documents merit of this concession.
- 3.12 In consideration for the above, the bidder shall pay the Company a Lump Sum, subject to the following terms:
 - a. Payment will be paid in advance as from the date of signing of the contract;
- 3.13 Without prejudice to the above, the services provided by the Provider shall be subject to the following conditions:

It must be clearly understood that the following information is provided as an aid to bidders and is not for publication, nor does it form part of any contract. Whilst produced in good faith, no guarantee is given as to the accuracy of the information.

For the avoidance of doubt, it is being hereby expressly declared that the following information is in no way to be construed as committing and binding Gozo Channel (Operations) Limited in any way whatsoever.

IN THESE CONDITIONS:

The words 'Company' or 'GCOL' shall mean Gozo Channel (Operations) Limited;

The word 'Provider' shall mean any person or body corporate whose offer for the services referred to shall be accepted by the Company.

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I) SCOPE OF SUPPLY

The Provider shall provide advertising services with respect to approximately two hundred thousand (200,000) timetables issued by the Company;

II) CONDITIONS ON THE NATURE AND QUALITY OF THE SERVICE

The Provider will have the right to deploy five (5) artworks to be used as adverts on the back of the timetables. The number of artworks that can be included within each timetable cannot exceed two (2) in number.

- a. All costs and expenses associated with the procurement of such adverts, including the design, shall be borne entirely by the Provider.
- b. The quality and size of artwork shall be provided in the same manner as those resulting from the samples found at the Company's office at The Brokerage, Level 2, St. Martha Street, Victoria, Gozo.
- c. Time is of the essence. Services (artwork/s) must be provided by the Provider to the Company within ten (10) days from the date of award of contract. In case of default by the Provider from providing the material within the term stipulated, the Company shall be entitled to request the relative artwork services from a third party, at the expense of the Provider.
- d. The Provider shall be absolutely prohibited from using any artwork in connection with this agreement without the prior written consent of the Company on the form and content thereof. Said approval shall not be unreasonably withheld.

III) REMUNERATION

The awarded bidder shall effect to Gozo Channel (Operations) Limited, a one year lump sum payment corresponding to the consideration contained in his offer. Payment will be paid in advance as from the date of signing of the contract.

IV) OTHER CONDITIONS

- a. The Provider shall have all the necessary authorization and permits covering its services including any sub-contractor services for the supply of the service requested.
- b. The Provider undertakes to ensure that the advertising material used in connection with this agreement is in conformity with, and in no way contravenes all the relevant laws of Malta at all times. Furthermore, the advertising material shall observe principles of morality and public decency, and shall not contain any political, anti-religious, immoral or otherwise inappropriate references and / or insinuations.
- c. Gozo Channel undertakes not to place any of its own advertising or that of any third party on the material covered by this agreement.

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- d. Gozo Channel (Operations) Limited will not be liable for any charges, fines, fees, damages and/or expenses if the total amount of timetables ordered is less than call for quotation figures or if printer does not provide the requested timetables within the stipulated time frame as requested by Gozo Channel (Operations) Limited or defaults in a production batch ordered the Company

V) INDEMNITY

The Provider further agrees to protect, indemnify and hold harmless Gozo Channel (Operations) Limited from claim made against Gozo Channel (Operations) Limited, interrelated or operated companies and their shareholders, directors, officers, agents, contractors, and employees from and against all claims, demands and causes of action of every kind and character arising from the application of this agreement. In the event of any claims being made against the Company in respect of which the Provider is liable under this condition, the Provider shall be notified thereof by the Company and could, at the Provider's own expense, conduct any negotiations or litigation that may arise thereafter.

VI) NON-OBSERVANCE

Should the Provider fail to abide by the terms or conditions of the eventual Agreement, or should he commit a serious breach of the said Agreement, the Company shall be entitled to terminate the Agreement forthwith by simple letter served on the Provider, and Provider shall be liable to pay the Company by way of penalty the sum equivalent to the annual contractual rate.

VII) TERMINATION

The Company shall be authorised to *ipso iure* terminate this agreement in case the Company does not remain in operation. Moreover, if during the duration of the Contract, Gozo Channel (Operations) Limited ceases to operate, and therefore the Contract will no longer be effective, Gozo Channel shall not in so doing incur any damages, expenses or any addition costs whatsoever from the Contractor.

VIII) NOTICE

- (i) Any notice to be served shall be deemed validly served and sent by registered mail or personally by hand at the address of the receiving party indicated below. Such notice shall also be deemed as validly served if sent by facsimile of the same receiving party which facsimile are also indicated below, or email:

In the case of the Company:
Gozo Channel (Operations) Limited
Channel House
Mgarr, Gozo

In the case of the Provider:

All notices sent as provided herein shall be deemed to have been received:

- (a) If sent personally by hand, on the date and time of personal delivery;
- (b) If sent by registered mail, three days after having been sent;

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- (c) If sent by facsimile, on the date and time of sending;
- (d) If sent by email, on the date and time of sending;

IX) ARBITRATION

- (i) The Parties shall make every effort to settle amicably any dispute or difference, which may arise between them out of or in connection with the Contract. If no such settlement is reached within two (2) months from the date on which the difference or dispute shall arise, or earlier if either party so requests, the difference or dispute shall be settled by arbitration under and in accordance with Maltese Law at the Malta Arbitration Centre, Valletta, Malta by one (1) arbitrator appointed by agreement between the parties or, if either party so requests, by three (3) arbitrators appointed one (1) each by either party and the third, who shall be the chairman, by the two (2) arbitrators appointed by the Parties.
- (ii) PROVIDED that if for any reason submission to arbitration is not made within one (1) month either party shall be at liberty to submit the difference or dispute for adjudication by the competent Maltese Courts in the exercise of their ordinary jurisdiction. Any award made on arbitration shall be final and binding on the Parties.

X) GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with laws of Malta.

4 Terms of Reference

- 4.1 Bidders are requested to submit the Lump Sum price requested excluding VAT (as specified in Annex 4).
- 4.2 Bidders are requested to also submit the following documentation (as specified in Annexes 2 and 3):
 - i. Bidders are to submit a declaration that the employees engaged on this contract cannot be employed on a self-employed basis (as specified in Annex 2).
 - ii. Sub-contracting to be performed during the course of this contract (As specified in Annex 3).
- 4.3 Any personal data submitted in the framework of this 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 this procedure and/or subsequent contract by Gozo Channel (Operations) Limited without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 4.4 The provisions of this contract are without prejudice to the obligations of Gozo Channel (Operations) Limited in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Gozo Channel (Operations) Limited, 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

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Act. Such consultation shall in no way prejudice the obligations of Gozo Channel (Operations) Limited in terms of the Act.

- 4.5 In carrying out his/her obligations in pursuance of this contract, the contractor 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. Contractors 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.

5. Communication

- 5.1 No clarification meeting will be held before the closing date but any query shall be sent to email address tenders@gozochannel.com by not later than six (6) working days prior to the closing date for the submission of the concession.
- 5.2 No concession can be altered after the closing date.

6. Submission, closing date, opening of submissions

- 6.1 Bidders are to present their offers on the prescribed forms as per Annexes 1, 2, 3 and 4 below. Only concessions submitted in the stipulated format will be considered.
- 6.2 Interested Parties, when submitting their offer are expected to provide a complete and comprehensive response to this call. Responses should include the following:
- i. Details of Bidders as per Annex 1 below;
 - ii. Bidders Statement as per Annex 2 below;
 - iii. Sub-Contracting as per Annex 3 below;
 - iv. Financial Offer as per Annex 4 below;
 - v. Additional Information (any additional information that the bidder deems valid to his/her response)
- 6.3 The closing date is **10 a.m. of Friday 31st July 2020**
- 6.4 Bids are to be deposited in the Tender Box, Accounts Department, Gozo Channel (Operations) Ltd, The Brokerage, Level 2, St. Martha Street, Victoria, Gozo. It is the responsibility of the bidder to ensure that submissions are deposited in the Tender Box ahead of the closing date and time.

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7. Bid Evaluation Criteria

7.1 Bids will be evaluated subject to the following two (2) phase criteria. The first phase will consist of the evaluation of the bid subject to the selection and technical criteria. The second phase consists of the evaluation of the bid according to the award criteria. It is also understood that any bids should also be first and foremost administratively compliant. This means that any prescribed forms must be properly filled in and any required documentation present with the bid as per Annexes 1, 2, 3 and 4.

The Evaluation Committee, when checking and comparing concessions may ask a bidder/s to clarify any aspect of his bid. Such requests and the responses to them must be made by email and/or fax. They may in no circumstances alter or try to change the price or content of the concession, except to correct arithmetical errors discovered by the evaluation committee when analysing concessions and/or any further clarifications required by the evaluation board.

7.1.1 Selection Criteria

The selection criteria will consist of the following:

- The bidder's ability to perform the tasks being outlined in the concession document;
- The bidder's clear understanding of this exercise and deliverables;

Should bidders not meet the selection criteria then they will be excluded and not considered for the award criteria.

7.1.2 Award Criteria

The sole award criterion shall be the price.

The contract will be awarded to the highest offer being technically compliant and satisfying all the selection and technical criteria.

7.2 The final selection shall be in the sole discretion of Gozo Channel (Operations) Ltd and the Company is not bound to give any justification for the selection made or decisions taken. The Company's decision is final.

7.3 Any bidder or candidate concerned shall have a right to make a complaint to the Review Board in accordance with regulation as stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010).

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8 Terms of Payment

- 8.1** The successful bidder shall effect to the Company, a one year lump sum payment, corresponding to the consideration contained in his offer payable in advance. One lump sum payment for the complete offer will be paid in advance as from the date of signing of the contract.

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ANNEX 1

DETAILS OF BIDDERS

CONCESSION FOR THE PROVISION OF ADVERTISING SERVICES ON COMPANY TIMETABLES - GCOL C 02/2020

Name of Person Responsible
For the Concession:

On behalf of:

Company Reg. No:

Address:

Email Address:

Telephone No:

Mobile Phone No:

Fax No:

VAT Reg. No:

DECLARATION:

I hereby declare that I have read the entire concession document and undertake that, if I am awarded the contract, I shall provide the services as requested in the Terms of Reference and shall abide by the terms and conditions stipulated in the said concession document.

Signature: _____

Date: _____

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ANNEX 2

BIDDERS STATEMENTS

Statement on Conditions of Employment

<p>Bidder are to ensure that self-employed personnel are not engaged on this contract. Non-compliance will invalidate the contract.</p>
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It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as 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.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature:

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

Date:

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ANNEX 3

Sub-Contracting - If Applicable -

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

Work intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost *

*** Note**

- The maximum amount of sub-contracting must not exceed 30 % of the total contract value.
- The main contractor must have the ability to carry out at least 70 % of the contract works by his own means.

Signature:
(the person or persons authorised to sign on behalf of the bidder)

Date:

ANNEX 4

FINANCIAL OFFER FORM

Item No.	Item Description		Lump Sum Price Excluding VAT €
1	Advertising Services on 200,000* timetables		
	*Quantities are estimated for a period of one year. This figure is only indicative within this call for concession. Gozo Channel (Operations) Limited may either increase or decrease the final total amount ordered during the course of the contract without being held liable and/or responsible for any damages; fines and/or penalties by the Contractor		
	GRAND TOTAL		

Signature:

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

Date: