

CALL FOR OFFER FOR ADVERTISING SERVICES ON COMPANY PRE-PRINTED FERRY TICKETS - GCOL C 09/2021

1. Scope and purpose of this call

1.1 Introduction

1.2 Gozo Channel (Operations) Limited is seeking Call for Offer for the provision of advertising services on Company pre-printed ferry tickets.

1.3 Applicants shall submit their Call for Offer as per the stipulated format in Annexes 1 to 5. Each application submitted in response to this Call for Offer must clearly indicate the details of the applicant as per the attached documentation.

2. Call for Offer 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, 4 and 5).

- a. Annex 1: Details of Bidders Form
- b. Annex 2: Minimum Hours Workers Cost Form
- c. Annex 3: Sub contracting Form
- d. Annex 4: Blacklisting and Exclusion Ground Form
- e. Annex 5: Financial Offer Form

Call for Offer documents should be closed in a sealed envelope, with the Call for Offer No and the Description of the Call for Offer clearly marked on them and deposited in the tender box, (Gozo Channel (Operations) Limited, 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 Call for Offer 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 Call for Offer the applicant shall be deemed:

- i. To have understood and accepted all the contents of this Call for Offer document;
- ii. To be in a position to carry out all the services included in the Call for Offer; 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 Call for Offer document, and submit their application in accordance therewith.

2.2 Award of Call for Offer

2.2.1 Gozo Channel (Operations) Limited reserves the right to reject any Call for Offer /bid. Moreover, Gozo Channel (Operations) Limited reserves the right to cancel the whole Call for Offer procedure and reject all Call for Offer s. Gozo Channel (Operations) Limited reserves also the right to initiate a fresh call for Call for Offer. In the event of a Call for Offer procedure's cancellation, bidders will be notified by Gozo Channel (Operations) Limited. Cancellation may occur where: the Call for Offer procedure has been unsuccessful, namely where no qualitatively or financially worthwhile Call for Offer has been received or there has been no response at all; the economic or technical parameters of the Call for Offer have been fundamentally altered; exceptional circumstances or force majeure render normal performance of the Call for Offer impossible; all technically compliant Call for Offer s 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 Call for Offer, 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) Limited 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) Limited 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) Limited will issue a Letter of Acceptance/Contract in favour of the selected bidder.

3. Technical Specifications

3.1 Gozo Channel (Operations) Limited invites bids for the provision for advertising services on Company pre-printed ferry tickets.

3.2 Advertising on tickets 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 bids for the provision of Advertising space on the reverse side of one million two hundred thousand (1,200,000) tickets issued by the Company;
- 3.4 Samples of each of such tickets may be collected from the Company's office at The Brokerage, Level 2, St. Martha Street, Victoria, Gozo.
- 3.5 The maximum amount of different advertising artworks that the bidder is permitted to submit and eventually to be printed on pre-printed ferry tickets is five (5).
- 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 Call for Offer s 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 Call for Offer to the highest bid submitted.
- 3.9 Any printing/artwork expenses will be borne solely by the Contractor
- 3.10 In consideration for the above, the bidder shall pay the Company a Lump Sum, subject to the following terms:
 - a. Payment will be paid as a lump sum in advance as from the date of signing of the contract;
 - b. Bid submitted shall not be less than Euro 2,500.00 excluding VAT or other taxes.
- 3.11 Without prejudice to the above, the Advertising provided by the Contractor 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 'Contractor' shall mean any person or body corporate whose offer for the services referred to shall be accepted by the Company.

I) SCOPE OF SUPPLY

The Contractor shall provide advertising services with respect to one million two hundred thousand pre-printed ferry tickets (1,200,000) issued by the Company;

II) CONDITIONS ON THE NATURE AND QUALITY OF THE SERVICE

- a. The Contractor will have the right to deploy five (5) in number of artwork/s to be used as advert/s on the back of the tickets. Artwork/s for advert/s must be provided to Gozo Channel (Operations) Limited within ten days from date of award of Call for Offer and Contractor must provide Gozo Channel (Operations) Limited with full information on artwork/s and the batches to be printed per artwork/s, as the whole lot of tickets (1.2 million) will be produced by the printing supplier in one batch (production run).
- b. All costs and expenses associated with the procurement of such adverts, including the design, shall be borne entirely by the Contractor.
- c. The Contractor shall be expected to provide the artwork/s required for such tickets (whole batch of one million and two hundred thousand tickets) within ten (10) days from date of award of contract, in default of which Gozo Channel shall not be bound to include the agreed adverts in its printing.
- d. 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.
- e. The Contractor 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

All income received by the Contractor in connection with advertising provided in virtue of this agreement shall be withheld by the Contractor himself. However, in consideration for the above, the bidder shall affect to the Company, a one lump sum payment corresponding to the consideration contained in his offer. Payment will be paid as a lump sum in advance as from the date of signing of the contract.

IV) OTHER CONDITIONS

- a. The Contractor shall have all the necessary authorization and permits covering its services including any sub-contractors services for the supply of the service requested.
- b. The Contractor 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.

V) INDEMNITY

The Contractor 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 Contractor is liable under this condition, the Contractor shall be notified thereof by the Company and could, at the Contractor's own expense, conduct any negotiations or litigation that may arise thereafter.

VI) NON-OBSERVANCE

Should the Contractor 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 Contractor, and Contractor 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.

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 Contractor:

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;
- (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 their Lump Sum offer requested excluding VAT (as specified in Annex 5).
- 4.2 Bidders are requested to also submit the following documentation:
- i. Bidders are to submit a filled in Minimum Hours Workers form (as specified in Annex 2).
 - ii. Bidders are to submit a filled in Sub contracting form (as specified in Annex 3). If, no sub-contracting is to be performed for the duration of this contract bidder is to submit form and indicate that this is not applicable
 - iii. Bidders are to submit a filled in Blacklisting and Exclusion Grounds Form (as specified in Annex 4)
- 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 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 Call for Offer. All clarifications will be posted by the Contracting Authority within a reasonable time on its website www.gozochannel.com and will be made available to all interested parties.
- 5.2 No Call for can be altered after the closing date.

6. Submission, closing date, opening of submissions

- 6.1 Bidders are to present their Offer on the prescribed forms as per Annexes 1, 2, 3 4 and 5 below. Only Call for Offer s 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. Minimum Hours workers cost form as per Annex 2 below;
 - iii. Sub contracting Form as per Annex 3 below;
 - iv. Blacklisting and Exclusion Ground Form as per Annex 4 below;
 - v. Financial Offer as per Annex 5 below;
 - vi. 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 5th November 2021**

- 6.4 Bids are to be deposited in the Tender Box, Accounts Dept, Gozo Channel (Operations) Limited, 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.

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, 4 and 5.

The Evaluation Committee, when checking and comparing Call for Offer s 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 Call for Offer, except to correct arithmetical errors discovered by the evaluation committee when analysing Call for Offer s 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 Call for Offer 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) Limited and the Company is not bound to give any justification for the selection made or decisions taken. The Company’s decision is final.

8 Terms of Payment

- 8.1** The successful bidder shall affect to the Company, a one 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.

ANNEX 1

DETAILS OF BIDDERS

CALL FOR OFFER FOR ADVERTISING SERVICES ON COMPANY PRE-PRINTED FERRY TICKETS GCOL C 09/2021

Name of Person Responsible
For the Call for Offer:

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 Call for Offer 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 Call for Offer document.

Signature: _____

Date: _____

ANNEX 2

MINIMUM HOURLY WORKERS' COST

I/We, the undersigned, hereby declared that in the case of public contract award:

1. 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;
2. I/We are aware of, and shall abide with, the Circulars and Guidelines issued by the Department of Contracts, which are available under the Resources Section of www.etenders.gov.mt.

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 the undersigned.

Signature

Role

Date

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

DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

Signature

Name of Company

ANNEX 5

FINANCIAL OFFER FORM

Item No.	Item Description		Lump Sum Price Excluding VAT €
1	Lump sum for advertising services on one million, two hundred thousand pre-printed ferry tickets		
	GRAND TOTAL		

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

Date: