



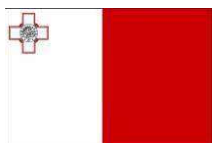
REFERENCE NUMBER: ERDF.PA5.0106/9

Tender for the provision of creative media content for a 13-minute immersive multi-screen audio-visual narrative experience for the audio-visual centre that will be set-up within the cultural and religious tourism experience at St Dominic's Priory in Rabat

Date Published: 24 May 2019

Deadline for Submission: 24 June 2019 at 09:30am CET/CEST

Tender Opening: 24 June 2019 At 10:00am CET/CEST



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



Bid Bond requirements for this tender: *NOT APPLICABLE*

Humanitas Foundation

c/o St. Dominic Priory, St Dominic Square, Rabat, Malta

Tel: 2145 4592; Email: humanitasmalta@gmail.com ; Website: <https://humanitasmalta.org/>

Table of Contents

Table of Contents	2
SECTION 1 - INSTRUCTIONS TO TENDERERS	4
1. General Instructions	4
2. Timetable.....	5
3. Lots	5
6. Clarification Meeting/Site Visit/Workshop	5
7. Selection and Award Requirements (applicable to all lots)	6
9. Criteria for Award	7
SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....	8
SECTION 3 - SPECIAL CONDITIONS	10
Article 2: Notices and Written Communications	10
Article 5: Supply of Information	10
Article 6: Assistance with Local Regulations.....	10
Article 7: Obligations of the Contractor	10
Article 13: Medical, Insurance and Security Arrangements.....	11
Article 14: Intellectual and Industrial Property Rights	11
Article 15: Scope of the Services	11
Article 16: Personnel and Equipment	11
Article 18: Execution of the Contract	11
Article 19: Delays in Execution.....	11
Article 20: Amendment of the Contract	12
Article 24: Interim and Final Progress Reports.....	12
Article 26: Payments and Interest on Late Payment	12
Article 27: Pre-Financing Guarantee	12
SECTION 4 - TERMS OF REFERENCE ^(Note 3)	13
1. Background Information	13
1.1 - Beneficiary Country.....	13
1.2 - NGO	13
1.3 - Relevant Background.....	13
1.4 - Current State of Affairs in the Relevant Sector	14
1.5 - Related Programmes and Donor Activities.....	14
2. Contract Objectives and Expected Results	14
2.1 - Overall Objectives	14
2.2 - Specific Objectives.....	14
2.3 - Results to be Achieved by the Consultant	14
3. Assumptions and Risks	14
3.1 - Assumptions Underlying the Project Intervention.....	14
3.2 - Risks	15
4. Scope of the Work.....	15
4.1 - General	15
4.2 - Specific Activities	16

4.3 - Project Management	17
5. Logistics and Timing	17
5.1 - Location.....	17
5.2 - Commencement Date & Period of Execution	17
6. Requirements	17
6.1 - Personnel.....	17
6.2 - Accommodation	18
6.3 - Facilities to be provided by the Consultant.....	18
6.4 - Equipment.....	18
7. Reports.....	18
7.1 - Reporting Requirements.....	18
8. Monitoring and Evaluation	18
8.1 - Definition of Indicators.....	18
TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY).....	19
SECTION 5 - SUPPLEMENTARY DOCUMENTATION	20
5.1 - Draft Contract Form	20
5.2 - Glossary.....	20
5.3 - Specimen Performance Guarantee	20
5.4 - Specimen Tender Guarantee	20
5.4 - General Conditions of Contract	20

~~~~~

## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 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 Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs Version 1.1.

No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

**Tenderers must submit one original tender offer as well as a soft copy on a USB or CD. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.**

Prospective tenderers must submit their offer by depositing it in the tender box, located at Humanitas Foundation, c/o St. Dominic Priory, St Dominic Square, Rabat. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored.

**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.

- 1.2 The subject of this tender is the provision of creative media content for a 13-minute immersive multi-screen audio-visual narrative experience for the audio-visual centre that will be set-up within the cultural and religious tourism experience at St Dominic's Priory in Rabat.
- 1.3 The place of acceptance of the services shall be St Dominic's Priory in Rabat, the time-limits for the execution of the contract shall be 3 months, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is the Humanitas foundation.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                 | DATE         | TIME  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                          | 4 June 2019  | 08:30 |
| Deadline for request for any additional information from the NGO<br><b>Clarification requests should be addressed to: NGOs e-mail address</b>                   | 16 June 2019 | 23:00 |
| Last date on which additional information can be issued by the NGO                                                                                              | 20 June 2019 | 23:00 |
| Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs) | 24 June 2019 | 09:30 |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                     |              |       |

## 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.
- 3.2 The tenderer must offer the whole of the quantity. Under no circumstances will tenders for part of the quantities required be taken into consideration.
- 3.3 Contracts will be awarded for the whole of the quantity.

## 4. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union, in accordance with the rules of *Operational Programme I - European Structural and Investment Funds 2014-2020* programme.
- 5.2 The Contracting Authority of this tender is the Humanitas Foundation.

## 6. Clarification Meeting/Site Visit/Workshop

- 6.1 A clarification meeting will be held on the date and time indicated in Clause 2, at St Dominic's Priory in St Dominic Square, Rabat, Malta to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per Clause 6.1 of the General Rules Governing Tendering for NGOs (version 1.0).

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

## **7. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Power of Attorney (if applicable) <sup>(Note 2A)</sup>
- (iii) Information re Joint Venture/Consortium (where applicable) <sup>(Note 2A)</sup>
- (iv) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs.

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:**

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning Selection Criteria

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

- (i) Tenderer's Technical Offer in response to the specifications:
  - Tenderer's Technical Offer (Organisation and Methodology) <sup>(Note 3)</sup> as per template provided.
  - **CV of the proposed Key Expert, meeting the following requirements:** <sup>(Note 2A)</sup>
    - A Project Manager:
      - In possession, or have been approved for the award, of at least a recognised first degree at MQF level 6 (or equivalent) in a media related area;
      - Able to communicate in English (both written and spoken).

**The Project Manager must fill in the Statement of Availability.**

- (ii) **Sample: A demo / showreel of works in-line with the outcomes of this project (Duration: not more than two minutes)** <sup>(Note 2b)</sup>

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

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in **Financial Plan Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)**<sup>2010</sup> **(Grand Total)** for the **services** tendered. <sup>(Note 3)</sup>

**Notes to Clause 7:**

*1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*

*2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

*B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.*

*All Rectifications are free of charge.*

*3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

## **8. Tender Guarantee (Bid bond)**

8.1 No tender guarantee (bid bond) is required.

## **9. Criteria for Award**

9.1 The sole award criterion will be the price. The contract will be awarded to the bidder submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

270. 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, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

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

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO 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.

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

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) 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 appeal and any reply to



- it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO 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 and any motivated letter;
  - (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
  - (g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:  
Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.
  - (h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
  - (i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## 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.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

### Article 2: Notices and Written Communications

2.4

**Humanitas Foundation**

c/o St Dominic Priory,

St Dominic Square,

Rabat, RBT 2521, Malta

Tel: 2145 4592; Email: [humanitasmalta@gmail.com](mailto:humanitasmalta@gmail.com)

Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language.

The Project Leader may issue instructions to the Contractor at any time. The Contractor shall only take instructions from the appointed Technical Consultant and/or the Representative both appointed by the Contracting Authority.

### Article 5: Supply of Information

5.1

Further to the provisions of the General Conditions, any information prepared by the Contractor are to be submitted for approval to the Contracting Authority.

### Article 6: Assistance with Local Regulations

6.1

Further to the provisions of the General Conditions, the contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations

### Article 7: Obligations of the Contractor

7.12

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

- 7.15** The Performance Guarantee shall be released within 30 days of the signing of the final acceptance certificate.

### **Article 13: Medical, Insurance and Security Arrangements**

- 13.3** In line with Article 13.3 of the General Conditions, the contractor is required to insure for the whole duration of the contract for the amount of €1,000,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties.
- In addition, the contractor should be liable and responsible for any equipment used to perform the contracted task.
- 13.8** As per General Conditions
- 13.9** As per General Conditions
- Other provisions of Article 13 of the General Conditions are not applicable to this contract.

### **Article 14: Intellectual and Industrial Property Rights**

As per General Conditions.

### **Article 15: Scope of the Services**

- 15.1** The scope of the services is defined in Section 4 (Terms of Reference).

### **Article 16: Personnel and Equipment**

- 16.4** As per General Conditions.

### **Article 18: Execution of the Contract**

- 18.1** The period of performance of this contract shall be 3 months weeks from Contract Signature.
- The contractor will be expected to commit sufficient resources to carry out the tasks assigned and to guarantee the completion of all tasks assigned in the contract within the completion period specified above.
- 18.2** The performance period of this contract is stipulated above in sub-Article 18.1 of the Special Conditions.

### **Article 19: Delays in Execution**

- 19.2** Any delay in performance from the approved programme of works for this contract, will be charged 0.1% of the contract value per calendar day of delay up to a maximum of 20% of the contract value.
- Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of works.

## Article 20: Amendment of the Contract

- 20.5** The repetition of services shall be capped at 20% of the original contract value.
- The prerogative to order such repetition of services shall vest in the Contracting Authority and if not used the Contractor shall have no claim against the NGO.
- 20.6** Additional services (i.e. new services not included in the original tender) shall be capped at 20% of the original contract value.
- The prerogative to order additional services shall vest in the Contracting Authority and if not used the Contractor shall have no claim against the NGO.

## Article 24: Interim and Final Progress Reports

As per details included in the Terms of Reference.

## Article 26: Payments and Interest on Late Payment

- 26.1** This is global-price contract.
- The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

| Narrative             | Deliverable                                                                                                                                                                          | Percentage (%) |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Pre-financing Payment | Pre-financing Guarantee                                                                                                                                                              | 40%            |
| Interim Payment 1     | First complete draft of creative media content for a 13-minute multi-screen audio-visual narrative experience                                                                        | 30%            |
| Balance               | Final creative media content for a 13-minute multi-screen audio-visual narrative experience as approved by the Contracting Authority and the submission of the final progress report | 30%            |
| <b>TOTAL</b>          |                                                                                                                                                                                      | <b>100%</b>    |

- 26.2** As per General Conditions.

## Article 27: Pre-Financing Guarantee

- 27.2** Pre-financing to the Contractor of 40% of the contract value shall be obligatory.
- Pre-financing amounting to 40 % of the contract value shall be granted to the Contractor against the provision of a bank guarantee by Contractor in favour of the Contracting Authority of the equivalent amount.
- The Contractor shall present to the Contracting Authority, within forty-five (45) days of the signing of the contract, a bank guarantee of the amount equivalent to 40% of the contract value for the Contracting Authority to release the pre-financing payment of the same amount.
- 27.5** The pre-financing guarantee shall be released upon the certification of the deliverable linked to the first interim payment by the Technical Expert.

## SECTION 4 - TERMS OF REFERENCE (Note 3)

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the NGO 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 NGO.

### **1. Background Information**

#### **1.1 - Beneficiary Country**

Malta

#### **1.2 - NGO**

Humanitas Foundation

#### **1.3 - Relevant Background**

Malta is endowed with rich cultural heritage which is considered as key contributor towards the Maltese economy, particularly within the tourism sector. In fact, cultural heritage is considered as an important niche market showcasing the Maltese Islands as an all year-round destination. As a result, further invest in cultural and historical heritage sites with a view to improve the Maltese tourism product and enhance the country's endowment and attractiveness is considered important to improve Malta's tourism product.

Rabat and Mdina are considered to be important localities for tourism purposes as they only rank second to Valletta, as the locality visited most in Malta. Rabat and Mdina are very close in proximity and the simple fact that Mdina is only accessible through Rabat implies that the vast majority of tourists that visit Mdina also visit Rabat. Rabat is a historical town dating back to around 2000 years ago. For many centuries, religious orders have established themselves within the precincts of Rabat in their spacious convents and monasteries, catering for the religious needs of parishioners in their churches. Of predominant importance is the Maltese Dominican Province, whereby today the The Priory is a landmark in itself. It was established in 1450 by a Maltese priest, Rev. Pietru Zurchi, which dedicated the Priory to Our Lady of the Grotto. It is a beautiful piece of architecture built in a fortress-like manner, surrounded by green areas and trees. Inside it has a very unique cloister, of exceptional height and width, with numerous large arches, separated from each other by large plasters, enclosing a spacious cloister garth.

As a result of this majestic architectural building as well as the cloister, the peaceful environment and the statue (marble relief) which is believed to have shed blood in 1999, the priory attracts numerous visitors every year, circa 6,000 visitors. However, it has the potential to improve its cultural and religious niche tourism product arising from the various valuable historical items owned by the Dominican family in Malta that it houses as well as the improved experience that it can provide to its visitors.

As a result, investment is foreseen in the setting-up a cultural and religious tourism experience within St Dominic's Priory, in Rabat. This project focuses on enhancing the tourism experience within the historical Dominican Priory, specifically by setting up a cultural and religious experience, including an ecclesiastical museum within the Priory. The aim is to provide visitors with a unique experience portraying the historical and cultural values of the Dominican Fathers. This will encompass a display of historical ecclesiastical artefacts that are owned by the

Dominican Community in Malta, the development of an audio-visual centre, and the creation of space for deeper insights for religious tourists.

## 1.4 - Current State of Affairs in the Relevant Sector

The development of this project falls in line with Malta's objective to improve its competitiveness and standing within the tourism sector through the promotion, protection and preservation of natural, cultural and historical assets. Through the enhancement of a cultural tourism experience whilst maintaining increased tourist flows.

## 1.5 - Related Programmes and Donor Activities

This tender is being issued as part of a project which is part-financed by the European Regional Development Fund; Operational Programme I - European Structural and Investment Funds 2014-2020.

# 2. Contract Objectives and Expected Results

## 2.1 - Overall Objectives

The overall objectives of the approved ERDF project of which this contract will be a part are as follows:

- Improve the Maltese competitiveness standing within the tourism sector through the promotion, protection and preservation of natural/cultural/historical assets in the public domain intended to improve the Maltese cultural tourism experience whilst maintaining increased tourist flows.

## 2.2 - Specific Objectives

The specific objective of this contract [which are not necessarily those of the project] is:

- The development of creative media content for an immersive multi-screen audio-visual narrative experience.

## 2.3 - Results to be Achieved by the Consultant

- A creative media content for a 13-minute multi-screen audio-visual narrative experience, in line with the specifications provided in these ToR, which will be displayed in the audio-visual centre that will be set up as part of the cultural and tourism experience within St Dominic's Priory.

# 3. Assumptions and Risks

## 3.1 - Assumptions Underlying the Project Intervention

It is assumed that the bidder:

- is equipped with the necessary technology and expertise to perform the work according to these terms of reference;
- is flexible and capable of adhering to specific targets within the stipulated deadlines without jeopardising the quality of work;
- is able to present high quality work (including language in English);

- is able to address any issues and concerns, which may arise during the implementation of the tender.
- respects copyright law by developing content that is original and that is free from any form of plagiarism or copyright infringements. Intellectual property infringements will fall under the responsibility of the content creator.

### 3.2 – Risks

The major risks include but are not limited to:

- Strict adherence to the Implementation timeframes and disbursement schedules of the ERDF Project must be followed.
- Delays in the project adjudication which may delay the project.

## 4. Scope of the Work

### 4.1 – General

#### 4.1.1 Project Description

This project will focus on enhancing the tourism experience within the historical Dominican Priory located in Rabat, specifically by setting up a cultural and religious experience, including an ecclesiastical museum within the Priory. In fact, the aim is to set up a comprehensive Dominican Visitors' Centre, providing a combination of activities available in one setting.

In this context, the project aims to provide visitors with a unique experience portraying the historical and cultural values of the Dominican Priory. This will encompass a display of historical ecclesiastical artefacts that are owned by the Dominican Community in Malta, the development of an audio-visual centre and the creation of space for deeper insights for religious tourists.

One of the rooms within this new tourism experience will be dedicated to an audio-visual centre. This room will portray the history and culture of the Maltese Dominican Order in an audio-visual dimension, delving also into its religious perspective over the years. This will give visitors a better understanding of the history, the cultural milieu of this historical place, the exhibits within the museum and the priory itself - the designs and proportions of which are unique in the Maltese Islands.

The purpose of this centre is to provide a vivid experience of history using multiple projectors that function in tandem and illustrate the entire room in a harmonised synthesis, thereby transporting the experience across time and space.

In this context, these ToRs focus on the provision of creative media for an immersive audio-visual narrative experience portraying the history and culture of the Maltese Dominican Order delving also into its religious perspective over the years. This content will be projected within the audio-visual centre.

#### 4.1.2 Geographical Area to be covered

Malta and Gozo.

#### 4.1.3 Target Groups

The target groups of this tender are the General Public, Tourism Sector and Tourists.

## 4.2 - Specific Activities

The contractor shall be responsible to provide a creative media content for a 13-minute multi-screen audio-visual narrative experience portraying the history and culture of the Maltese Dominican Order delving also into its religious perspective over the years, through:

- The provision of professional (equivalent of Raw 4k image resolution of higher and a minimum of 4:2:2 colour depth) filmed footage, not more than 60 shots (duration of 5-15 seconds/shot) to be filmed in various areas in one location. Required shots are to be filmed in indoor and outdoor areas, also inclusive of professional location Audio recording for atmospheric sound purposes. A shot list will be provided and will be visually directed by the project's creative team.
- The provision of professional (equivalent of Raw 4k image resolution of higher and a minimum of 4:2:2 colour depth) lighting and filming services of not more than 60 different filmed portrait shots. All different portrait shots will need to be filmed in one location. The project's creative team will visually direct lighting and filming style of the filmed portrait shots.
- The provision of not more than 10 professional and specialised Raw 4k time-lapse and high frame rate filmed shots in different locations. High frame rate shots will need to be equivalent of or higher than Raw 4K 200fps. A shot list of the required filmed material will be provided. The project's creative team will visually direct shots.
- The provision of professional (equivalent of Raw 4k image resolution of higher and a minimum of 4:2:2 colour depth) drone filmed footage. The professionals need to provide the service of professional aerial filming in intelligent multiple flight modes. Every flight will need to have the facility of intelligent navigation and to lock waypoints in order to provide more than one view (not less than 3 angles) of the same flight route. A total of 10 flight routes are required from different locations.
- Provision of an original soundtrack and voice over recording in **Native English Language** for a 13-minute audio-visual narrative. Soundtrack will need to be instrumental and tailor-made for the theme of the project. Soundtrack will also need to have not more than four and not less than 3 variations to complement with the story structure of the audio-visual narrative.
- Provision of sound design and audio effects editing for a 13-minute audio visual narrative. Sound design will need to be tailor-made for a professional surround sound immersive output. Provider will also need to provide sound effects and soundscapes that compliments with the story-telling purposes of every sequence.
- Provision of high-end professional graphics and technical expertise for the origination and creation of not less than 4.5 minutes of a professional multi-screen audio-visual projection mapping. Reference images for the projection mapping will be provided. The project's creative team will visually direct the style of the projection mapping and will collaborate artistically with the professional/s to originate and create the projection mapping audio-visual timeline of not less than 4.5 minutes. The professional provider/s need/s to have the facility of adequate technology to facilitate for 6 streams of high-end projection mapping, graphics editing for 4k audio-visual content for a site-specific project.
- Provision of professional editing services for versatile types of filmed and computer-generated sequences for a final cut of 13-minute timeline for a multi-screen audio-visual experience. The professional provider needs to have the facility of adequate technology to facilitate for 6 streams of high-end 4k audio-visual editing for a site-specific audio-visual project.



## 4.3 - Project Management

### 4.3.1 *Responsible Body*

The Contracting Authority responsible for managing this contract is the Humanitas Foundation.

### 4.3.2 *Management Structure*

The role of the Project Leader is vested upon the Head of the Humanitas Foundation. He is represented by the appointed Technical Expert (the Creative Director) and the project coordinator appointed by the Contracting Authority. The Contractor shall report to the Technical Expert and the Project Co-ordinator as representatives of the Project Leader. Any decisions which affect the contract objectives and results, related deadlines and financial aspects shall be considered following consultation with and approval by the Contracting Authority.

During the execution of the services, the Contracting Authority will supervise the implementation of the activities.

Communication between the Contracting Authority and/or its Representative on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language.

### 4.3.3 *Facilities to be provided by the NGO and/or other parties*

The Humanitas Foundation will provide for meeting facilities between the Contracting Authority and the Contractor. Besides this, it is not envisaged that the Contracting Authority will be providing any facilities to the Contractor. The Contractor is expected to make independent arrangements for any work related to the implementation of the contract.

## 5. Logistics and Timing

### 5.1 – Location

Malta and Gozo.

### 5.2 - Commencement Date & Period of Execution

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

## 6. Requirements

### 6.1 – Personnel

#### 6.1.1 *Key Experts*

The Contractor is to appoint a Project Manager who will be responsibility for the overall co-ordination and quality assurance of the service provided.

The Project Manager is expected to possess the following qualifications and skills which are to be detailed and evidenced in the CV which is to be submitted with the tender:

- In possession, or have been approved for the award, of at least a recognised first degree at MQF level 6 (or equivalent) in a media related area;
- Able to communicate in English (both written and spoken).

#### **6.1.1 Other Experts**

CVs for experts other than the key experts are not examined prior to the signature of the contract and should not be included as part of the submission.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

#### **6.1.2 Support Staff and Backstopping**

As appropriate. Any support staff and backstopping required to perform the contract are considered part of the global price.

### **6.2 – Accommodation**

The contractor shall make use of his/her own office, office support and equipment. All office expenses including stationery and printing are to be covered by the global price quoted.

### **6.3 - Facilities to be provided by the Consultant**

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.

All expenses such as transport, production, equipment, etc., must be included in the global price.

### **6.4 – Equipment**

No equipment is to be purchased on behalf of the NGO as part of this service contract or transferred to the NGO at the end of this contract. Any equipment related to this contract which is to be acquired by the NGO must be purchased by means of a separate supply tender procedure.

## **7. Reports**

### **7.1 - Reporting Requirements**

There are no reporting requirements in relation to the activities that need to be performed. Following the completion and provision of the service to the Contracting Authority, the output will be certified by the Technical Project Expert. A final invoice at the end of the period of execution shall be presented by the Contractor.

## **8. Monitoring and Evaluation**

### **8.1 - Definition of Indicators**

The contractor shall have his/her performance measured and evaluated against the activities listed under Section 4.2 of the Terms of Reference.

## **TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)** <sup>(Note 3)</sup>

***N.B. The Statement of Availability Form and CVs are under Note 2A whereas the Sample is under Note 2B. Any other components of the technical offer are under Note 3.***

***A technical offer is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.***

### **1. RATIONALE**

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract.
- An explanation of the risks and assumptions affecting the execution of the contract

### **2. STRATEGY**

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- Sample: A demo / showreel of works in-line with the outcomes of this project (Duration: not more than two minutes)

### **3. TIMETABLE OF ACTIVITIES**

- The timing, sequence and duration of the proposed activities, taking into account the given timeframes.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

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

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

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Tender Guarantee***

These have been provided as supplementary documentation in relation to the Tender Dossier.

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

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