



BICC - RFQ Ref: 001/2021

Closing Date 17th Sep 2021

SUBJECT: Request for Quotation for the provision of advertising material, coordination, and campaign management in conjunction with the promotion of BICC work within the Ministry for the Environment, Climate Change and Planning.

Ministry for the Environment, Climate Change and Planning

**Building Industry Consultative Council
36, Triq Iz Zekka, Valletta VLT1514
Malta**

Telephone: +356 22479300 Email: frans.b.chircop@gov.mt

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1. INTRODUCTION

1.1

Scope of Request for Quotations

To provide advertising material, coordination, and campaign management in conjunction with the promotion of BICC (Building Industry Consultative Council) within the Ministry for the Environment, Climate Change and Planning.

1.2 CONTACT DETAILS

The contact details for matters relating to this request for quotation are as follows:

Mr. Frans Chircop
BICC
Building Industry Consultative Council
36, Triq Iz Zekka, Valletta VLT1514
Malta

Telephone: +356 22479300
Email: frans.b.chircop@gov.mt

1.3 CLARIFICATIONS AND ADDENDA

Any proponent requiring clarification or interpretations of the request for quotations should do so in writing by sending an email to frans.b.chircop@gov.mt

Any interpretations, corrections, or changes to the RFQ document will be sent to the service provider by email.

It is the proponent's responsibility to ensure that he or she has read all clarifications and addenda issued in relation to this RFQ.

1.4 SUBMISSION OF QUOTATIONS

Submissions can be made by email to Mr. Frans Chircop on frans.b.chircop@gov.mt not later than 17th Sep 2021.

Submissions must be made in English and are to be clearly titled as follows:

”Request for Quotation to provide advertising material, coordination, and campaign management in conjunction with the promotion of BICC.”

2. TERMS OF REFERENCE

2.1. QUOTATION SCOPE

BICC would like to engage a contractor to provide advertising material, coordination and campaign management in conjunction with the promotion of BICC. The work required mainly comprises of :

- (i) Providing necessary artwork and all necessary audio-visual material.
- (ii) Hiring of related equipment needed
- (iii) Supply of refreshments
- (iv) Managing the promotional campaign.

2.2 QUOTATION REQUIREMENT

Requirement for the organization of the promotional campaign shall be as follows

1. Period of the promotional campaign shall be from 1st September 2021 up till end of March 2022.
2. The quoted price shall comprise the artwork and all audio-visual material needed, and all other related equipment needed for the campaign – as may be needed in press conferences.
 - a. The quote should also include the promotional campaign management and coordination even with third party suppliers e.g. for event refreshment purposes, sound equipment providers etc.
 - b. Formation and writing of timelines for TV programmes,
 - c. Scheduling and appointment setups etc

2.3 Response Format

Interested proponents are requested to submit their responses using the form in Appendix A (Section 1 & 2) together with additional supporting documentation as requested in Clause 2.5.

Appendices B – D are provided for information purposes only and do not need to be filled in as part of the proposal.

Incomplete or incorrectly filled in forms will be disqualified.

2.4 Timeframes

The successful proponent will be expected to launch the promotional campaign in September and will last up till end of Mar 2022.

2.5 Supplier Capabilities

Bidders are to submit details of the following

1. **Advertising material and medium to be used.**
2. Management of the promotional campaign.
3. Refreshment costs during promotional campaign.
4. Hiring of equipment during promotional period.

In accordance with regulation 52 (1) of the Public Procurement Regulations (S.L. 174.04), for the purpose of carrying out such services, economic operators shall provide evidence of technical capacity and professional abilities, which shall thereafter be assessed and examined by the Board. Provided further, that regulation 52(7) of the said regulations provides that, for the purpose of awarding public contracts having as their object the provision of services requiring the creation of sites or installation work, the ability of economic operators may be evaluated as regards their skills and efficiency.

Thus, in view of the preceding paragraph, the bidder shall provide evidence facilities available as requested.

2.6 Contract for Service

The successful proponent will be required to sign a Contract based on the draft found in Appendix B, including the Statement of Non-Solicitation and the Confidentiality Agreement.

2.7 Terms of Payment

The terms of payment in relation to this proposal will be as follows

- 25% on agreement
- 75% upon successful completion of the promotional campaign.

2.8 Business Relationship

- The contractual relationship between parties will be a supplier-customer relationship, based on a professional and reliable customer service.
- BICC may terminate the contract should any of the deliverables not be of the required level and quality matching the standards of BICC.
- The selected supplier will not issue any press releases, publicity or any form of communication that relates to this agreement or supplier's relationship with BICC without prior written consent from BICC.

2.9 Confidentiality Treatment of Information

- All information submitted as part of the Offer will be treated in strictest confidence.
- Any attempt by a proponent to obtain confidential information, or influence BICC during the process of examining, clarifying, evaluating, and comparing the quotation documents will lead to the automatic rejection of the relevant proposal.

2.10 Treatment of Proposals

- BICC reserves the right to cancel this process without it incurring any penalty or cost or any liability however so
- BICC may, at its own discretion, decide not to select any proposal even the most advantageous offer.
- BICC may, at its own discretion, decide to select a subset of the proposal or conduct the implementation of the proposal in stages over a period.
- BICC reserves the right not to consider offers that have missing mandatory information.
- BICC may at its own discretion decide to select a subset of the proposal
- BICC will not consider joint bids.
- BICC may disqualify the bidder completely if it does not abide by the above instructions.

2.11 Data Protection Clause

The information collected shall be processed in accordance with the Data Protection Act (Chapter 440 of the Laws of Malta). The quotations to this RFQ are confidential and intended solely for the use of this RFQ process and will not be disclosed or copied without the consent of the applicant to anyone outside BICC unless the law permits us to.

Appendix A –Quotation Response Form

Request for Quotation to provide advertising material, coordination and campaign management in conjunction with the promotion of BICC.

Section 1 – Organization Details

Organisation Name :	
Registered Address :	
Local Address (if different from above) :	
Website url:	
Name of contact person:	
Position of contact person:	
Email address of contact person:	
Telephone Number(s):	
Brief Organisation Profile (one page max) :	

Section 2 – Financial Offer

Request for quotation – BICC RFQ 2021

In this section kindly specify the relevant charges which include:

Management of promotional campaign.	
Hiring of any related audio-visual equipment needed during the campaign.	
Development of voice overs for radio, timelines and recordings for TV material and all necessary artworks including photos for social media.	
Provision of refreshments during events during the promotional period	
Total Including VAT €	

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders/offers.

Name of Proponent’s representative

Position

.....

.....

Stamp

Signature

Date

.....

Appendix B BICC Draft Contract

THIS CONTRACT having a reference of BICC 2021 made this day of the DATE between:

on behalf of the (hereinafter called the "Contractor")

and

on behalf of BICC (hereinafter called the "Customer")

WHEREAS the Customer wishes to purchase goods / services to fulfil the functions hereinafter described.

To provide advertising material, coordination, and campaign management in conjunction with the promotion of BICC.

AND WHEREAS the Contractor has the necessary skill and expertise to provide such services; and is qualified to do business wherever necessary to carry out the terms of this Contract.

NOW THEREFORE UNDER THIS CONTRACT in consideration of the mutual covenants and contracts herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

Article 1.00 - Definitions

In this Contract the following terms shall have the meanings hereinafter assigned to them unless the context otherwise requires:

1.01 'Charges' shall mean the charges and other fees and terms of payment, as defined in Annex 1, Sections 1 to 6.

1.02 'Contract' shall mean this agreement between the Customer and the Contractor for the provision of the goods / services described herein, including all appendices hereto, to which reference may properly be made to ascertain the rights and obligations of the parties.

1.03 'Contract period' means the period / time frames as per project plan defined in Annex 1.

1.04 'Contractor' shall include the Contractor's legal representatives and permitted assignees.

1.05 'Date of Commissioning' shall be the date certified by the Customer as the date that the delivered goods / services would have been provided.

1.06 'Goods / Service' means the work / equipment / services / software procured under this contract.

1.07 'Locations' shall mean all sites designated by the Customer.

1.08 'Implementation' is the point in time at which the goods / services have been delivered, installed, tested and the appropriate certificate issued, and is in such state as to allow their commencement for use.

1.09 'Letter of Acceptance' shall mean a letter submitted to the Contractor by the Customer in which the Customer indicates the acceptance of the Contractor's Tender proposal under the conditions and to the extent outlined within this Letter of Acceptance.

Article 2.00 - The Goods / Service

2.01 The scope of this contract shall be the provision of facilities for a seminar in conjunction with the promotion of a Website as an Online Tool for Green Building Technology

2.02 The Contractor shall deliver and install to Locations the complete order of Goods / Services by not later than the delivery periods and project plan as stipulated in this contract.

Article 3.00 - Duration

3.01 This Agreement shall come into force on the date of signature and shall be valid for the Contract Period.

Article 4.00 - Charges and Terms of Payment

4.01 Payment of all Charges by the Customer will be due to the Contractor in accordance with the terms of payment defined in this contract and after a receipt of a proper invoice by the Contractor.

4.02 The Customer shall submit payment within 30 days of receipt of a proper invoice.

Article 5.00 – Good Faith

5.01 Each party shall always act in good faith to achieve the objectives of this Agreement.

Article 6.00 – Penalty

6.01 If the services and work are not completed and delivered within the timeframes specified in the contract, the Contractor shall be liable to a penalty of €500, provided that the Customer may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided.

Article 7.00 - Notices

7.01 Any notice or other communication required to be given under this Agreement shall be served personally or by registered post or email to the following addresses:

a) **Building Industry Consultative Council**

**36, Triq Iz Zekka, Valletta VLT1514
Malta**

Email: frans.b.chircop@gov.mt

b) Contractor

Name:

Tel:

Email:

Article 8.00 - Amendment

8.01 The Contract may be amended from time to time as necessary with the mutual consent of both parties. The amendments shall be executed in writing, dated and signed by both the Customer and the Contractor, and attached to the Contract.

Article 9.00 - Entire Contract

9.01 The Contract constitutes the entire agreement between the parties. There are no other contracts, understandings, representations or warranties, collateral, oral or otherwise.

Article 10.00 - Governing Law and Jurisdiction

10.01 This Contract shall only be interpreted under, and governed by, the laws of Malta.

10.02 Any dispute concerning this Contract, or any Purchase Order shall be resolved in accordance with the following section: -

- a. The dispute shall first be referred by either Party to their respective Contract Manager.
- b. If the Contract Managers fail to resolve the dispute within two (2) working days from the date when the dispute was first referred to them, the dispute shall be referred in writing to a single arbitrator to be agreed upon between the Parties.

10.03 Failing agreement on the appointment of the arbitrator or where the appointed arbitrator fails to start dealing with the matter within five (5) calendar days from his appointment, either party may submit the dispute to the Malta Arbitration Centre.

10.04 The Parties agree that provisionally the costs and fees of the arbitration shall be shared equally between the parties and that the arbitral award shall be binding on both Parties and shall not be subject to appeal. The Arbitrator shall in his determination of the dispute establish the extent of the costs and fees of the arbitration to be paid by each of the parties.

10.05 Notwithstanding any dispute between the Parties, the Contractor undertakes that, pending such time as the matter is resolved amicably between the Parties or by arbitration pursuant to this section, the Contractor shall not suspend, interrupt, or impede the provision of the Service as contemplated in the Purchase Order / Contract / Agreement in any way whatsoever.

10.06 The rights and remedies of the Contractor and the Customer under this Agreement are cumulative, and are in addition to and not in substitution for any rights or remedies at law; and any single or partial exercise by the Contractor or the Customer of any right or remedy for default or breach of any term, covenant, condition, or agreement by the Customer or the Contractor, herein contained, shall not affect the rights of the Contractor or the Customer, and shall not be deemed to be a waiver of or alter, affect or prejudice any other rights or remedies, to which either Party may be lawfully entitled, in respect of the same default or breach; and any waiver by either Party of the strict observance, performance or compliance with any term, covenant, condition, or agreement herein contained, or indulgence granted shall not be deemed to be a waiver of any subsequent default or breach of the terms of this Agreement.

Article 11.00 - Supervening Illegality and Severance

11.01 If any term or provision in this Contract shall be held to be illegal or unenforceable, in whole or in part, under any law, such term or provision or part thereof shall to that extent be deemed not to form part of this Contract but the validity and enforceability of the remainder of this Contract shall not be effected.

Article 12.00 - General

12.01 Headings to the articles of the Contract are for ease of reference only and shall not affect the interpretation or construction hereof.

12.02 The singular shall include the plural and vice-versa. Definitions may be used in the singular or in the plural.

Article 13.00 - Coming into Force

13.01 The effective date of coming into force of the Contract is the date when both parties shall have signed this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorised to execute this Agreement.

Authorised Signature

Authorised Signature

Name

Name

Date

Date

The Customer

The Contractor

Appendix C Statement of Non-Solicitation

Statement of Non-Solicitation

We

(Vendor's Name)

(Vendor's Address)

warrant, under our sole responsibility, that:

1. at the time of entering into any contract of supply with the Building Industry Consultative Council (hereinafter "BICC"), throughout the duration of any such contract, and for three (3) months thereafter, neither the leading partner nor any of its associated companies or their directors shall engage any employee or consultant of BICC, whether directly or indirectly, full or part-time, paid or unpaid, in a consultancy or in any other role or form whatsoever without BICC's prior written consent.
2. we understand and accept that this warranty may be made public by BICC if, in its considered opinion, circumstances arise which warrant such publicity.
3. we understand and accept that any infringement of this warranty may, at the discretion of BICC, result in severance of any or all contracts of supply between an offending supplier and BICC. This shall not prejudice any rights pertaining to BICC, which rights shall have arisen prior to any severance of contract as above stated.

Date

Name and Signature of Company Director

Appendix D Confidentiality Agreement

Confidentiality Agreement

I, _____ holder of ID card number _____ residing at

agree to enter into this Confidentiality Agreement with the Building Industry Consultative Council (hereinafter the "BICC") as set out below:

1. The undersigned undertakes to treat as secret and confidential all information, which he / she comes across in relation to this project.
2. The undersigned shall not, without the prior written consent of BICC or as otherwise required by law, disclose any confidential information of BICC in whole or in part to any other person save those persons who are directly involved in this project and who need to know the same for reasons connected with the project.
3. The undersigned undertakes to make each of the parties to whom any confidential information of BICC is disclosed under this Agreement, aware of the nature of such information and shall procure that each such third party shall abide by the terms of this Agreement.
4. The undersigned undertakes to use all confidential information solely in connection with the performance of the project and not for its own benefit or the benefit of any third party.
5. It is understood and accepted that the provisions of the Official Secrets Act (Chapter 50 of the Laws of Malta) may also apply.

Date _____

Name and Signature of Company Director _____

Annex 1

1. Charges

Management of promotional campaign.	
Hiring of any related audio-visual equipment needed during the campaign.	
Development of voice overs for radio, timelines and recordings for TV material and all necessary artworks including photos for social media.	
Provision of refreshments during events during the promotional period.	
Total Including VAT €	

2. Payment Terms: The terms of payment in relation to this agreement will be as follows:

25% on agreement

75% upon successful completion of the promotional campaign that will be paid within 30 days of receipt of invoice.

3. Contract Period

September 2021 till end of Mar 2022

4. Penalty

30% of contracted agreement total.