



allied
rainbow
communities



REFERENCE NUMBER: **ARC/001**

**TENDER FOR THE PROVISION OF A DUCEMENTARY
PRODUCTION ON LGTIQ HISTORY, ACTIVISM AND
VISIBILITY IN MALTA.**

Date Published: **6 April 2021**

Deadline for Submission: **26 April 2021**

**at 11:00am
CET/CEST**

Tender Opening: **26 April 2021**

**At 11:30am
CET/CEST**

This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of Parliamentary Secretary for Youth, Sports and Voluntary Organisations within the Ministry for Inclusion and Social Wellbeing.



Important: No Bid Bond is applicable

Allied Rainbow Communities (ARC)

Address: 19 St Mark street Valletta VLT 1362 Telephone: +3569943316, email address: procurement@arc.org.mt

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## 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 1.0.

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.

Prospective tenderers must submit their offer by depositing it in the tender box, located at *19 St Mark Street Valletta*. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.

**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 [*include subject matter and a brief overview of the requirements*] of the following [*services/supplies/works*]:
- Project Manager services
  - Production manager
  - Content writer
  - Scripting
  - Creative director
  - Videographer
  - Video editing services
  - Voice over narration
  - Royalties for music paid
  - Master Exports for WEB and TV

- 1.3 The place of acceptance of the services shall be Malta and Gozo , the time-limits for the execution of the contract shall be 8 months, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.

- 1.4 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €18,000 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price. Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

- 1.5 This is a fee-based contract.

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- 1.6 This call for tenders is being issued under an open procedure.
- 1.7 The beneficiary of this tender is *Allied rainbow Communities (ARC)*.
- 1.8 This tender is not a reserved contract.
- 1.9 All requested documents must be inserted in a single, sealed envelope marked as: Tender for the Provision of a Documentary on LGBTIQ History, Activism and Visibility for the implementation of “Equality from the Heart - A documentary of LGBTIQ Activism and Visibility in Malta”- VOPS 41/2021 by ARC
- 1.10 The tender must comprise the following duly completed documents:
  - (i) Tender Form Annex 5;
  - (ii) Tenderer’s technical offer in response to specification outlined in Section 3;
  - (iii) A financial bid calculated on a basis of Delivery Duty Paid (DPP) for the services tender (Annex 6);
  - (iv) Statement on Conditions of Work (refer to Section 6);
  - (v) Key Experts Form, Declaration Form (Annex 4)
  - (vi) Power of Attorney (Annex 1 ) if applicable
  - (vii) Declaration concerning exclusion grounds (Annex 3)
  - (viii) CVs of all professionals selected to be part of the implementation of the project; and
  - (ix) Data on Joint Venture/Consortium (annex 2), if applicable).
- 1.11 The tenderers submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to this submission have been made must be initialised by the person or persons signing the tender. All pages must be numbered consecutively by hand or machine.
- 1.12 All tenders must be received by not later than 21 April, 2019 at 1100 hrs and deposited in the tender box at: Allied Rainbow Communities (VO/1136) 19 Triq San Mark Valletta VLT1362. The tenders should be hand delivered (call before on +35699403316 to ensure that there will be someone at the office) or delivered by official postal (registered mail) or courier service. Tenders submitted by any other means (such as email) will not be considered.
- 1.13 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 2. Timetable

2.

|                                                                                                                                                                 | DATE          | TIME     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|
| Deadline for request for any additional information from the NGO                                                                                                |               |          |
| Clarification requests should be addressed to:<br><i>procurement@arc.org.mt</i>                                                                                 | 18 April 2021 | 10:30 am |
| Last date on which additional information can be issued by the NGO                                                                                              | 22 April 2021 | 10:30 am |
| 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) | 26 April 2021 | 10:30 am |
| * 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.

## 4. Financing

- 4.1 The project is financed through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of Parliamentary Secretary for Youth, Sports and Voluntary Organisations within the Ministry for Inclusion and Social Wellbeing, in accordance with the rules of the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of Parliamentary Secretary for Youth, Sports and Voluntary Organisations within the Ministry for Inclusion and Social Wellbeing.
- 4.2 The Contracting Authority of this tender is Allied Rainbow Communities (ARC).

## ***5. Clarification Meeting/Site Visit/Workshop***

- 5.1 No clarification meetings/site will be held, however prospective bidders can send emails at [procurement@arc.org.mt](mailto:procurement@arc.org.mt) till 18 April 2021. ARC shall reply to all tenderers' questions and publish clarification notes up to 4 calendar days before the deadline for submission of tenders Clarifications 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.

## ***6. 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>  
Note 1)
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment.
- (iv) Power of Attorney (if applicable) <sup>(Annex1)</sup>
- (v) Information re Joint Venture/Consortium

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

- (i) Declaration concerning exclusion grounds (Annex 3)

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

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>
  
- (ii) A list of key experts and CVs and other staff proposed for the execution of the contract as per form marked key experts form to be submitted together with this tender (Annex 4).
  
- (iii) Key experts
  - Project Manager
  - Production manager
  - Creative director
  - Videographer
  - Content writer

The tenderer is to propose:

- (i) **Contact Person**  
The Contact Person will be expected to manage and coordinate the works on behalf of the contractor and may be one of the experts required below or in addition to the key expert. It should be clearly understood that the Contact Person and key expert can be the same person. The Contact Person should satisfy the following criteria:

**Qualification and Skills**

- Able to communicate in spoken and written Maltese or English as evidenced in the curriculum vitae (CV);

#### (D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; <sup>(Note 2)</sup>
  
- (ii) A financial offer is to be submitted by filling in **Financial Bid 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 2)</sup>

#### Notes to Clause 7:

1. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectification is subject to a non-refundable administrative fee of €50.
2. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

### **7. Criteria for Award**

- 7.1 The sole award criterion will be the price. The contract will be awarded to the tenderer 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

Allied Rainbow Communities  
19 Triq San Mark  
Valletta  
VLT1362  
[Procurement@arc.org.mt](mailto:Procurement@arc.org.mt)  
+35699403316

### Article 5: Supply of Information

As per General Conditions.

### Article 6: Assistance with Local Regulations

As per General Conditions.

### Article 7: Obligations of the Contractor

The Contractor shall, within 7 calendar days of receipt of the contract, sign and date the contract.

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

As per General Conditions.

### Article 14: Intellectual and Industrial Property Rights

As per General Conditions

### Article 15: Scope of the Services

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

## Article 16: Personnel and Equipment

As per General Conditions.

## Article 18: Execution of the Contract

The commencement of performance of this contract shall be the date of the order to start works, which will be sent to the Contractor by the Contracting Authority once services are required.

The contract shall be valid for a period of 8 months.

## Article 19: Delays in Execution

Further to the provision of the General Conditions, if the Contractor does not perform the services within the period of execution specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to terminate the contract.

The amount of the flat rate compensation per day for penalty of delay shall be 100 Euro per day's delay, up to a limit of 20% of the total price.

## Article 20: Amendment of the Contract

As per General Conditions.

## Article 24: Interim and Final Progress Reports

Not applicable.

## Article 26: Payments and Interest on Late Payment

This is a fee based contract. Payment will be in Euro.

The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

| Month        | Narrative              | Percentage (%) |
|--------------|------------------------|----------------|
|              | Pre-financing Payment* | 10%            |
|              | Interim Payment 1*     | 25%            |
|              | Interim Payment 2*     | 25%            |
|              | Balance                | 40%            |
| <b>TOTAL</b> |                        | <b>100%</b>    |

As per General Conditions.

**Article 27: Pre-Financing Guarantee**

Not applicable.

**Article 39: Further Additional Clauses**

Add other clauses deemed relevant.

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

# Terms Of Reference

**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 Allied Rainbow Communities (ARC)*

#### *1.3 - Relevant Country Background*

Not applicable

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

- Not applicable

#### *1.5 - Related Programmes and Donor Activities*

Not applicable

### 2. Contract Objectives and Expected Results

#### *2.1 - Overall Objectives*

The overall objective of the project of which this contract shall be a 25 minute documentary on LGBTIQ History, Activism and Visibility in Malta named Equality from the Hearth will be a part are as follows:

#### *2.2 - Specific Objectives*

The objectives of this contract [which are not necessarily those of the project] are as follows:

The Contracting Authority is currently seeking the services Project Manager Production Manager, Content writer for script adaptation, creative director, videographer, video editor and voice over narration over a period of 8 months. Music is to include paid royalties and Contractor to produce Master exports for web and tv.

### ***2.3 - Results to be Achieved by the Consultant***

The result to be achieved is of a 25 minute documentary named Equality from the Heart capturing LGBTIQ+ history in Malta. Filming to be done in 4 k camera with the possibility of having a 2 camera set up if needed. It is estimated that between 40 to 60 hours of filming will be required which can be in different days and different locations. The documentary is to be provided web and tv ready. All footage as well as the final production is to be the sole property of the Contracting Authority and cannot be used or distributed without prior authorisation or agreement with the Contracting Authority.

## **3. Assumptions and Risks**

### ***3.1 - Assumptions Underlying the Project Intervention***

It is assumed that:

- The Contractor shall be flexible and capable of respecting specific targets within the stipulated deadlines. The Contracting Authority will seek to provide contractor with as much advance notice of appointments as possible, but contractor must have the necessary resources to provide the required services at a minimum of twelve (12) hour notice.
- The Contractor shall ensure the availability of its staff for the duration of the assignment;
- The Contractor shall ensure the availability of the required expertise including the adequate skills and necessary resources within the stipulated time frame and in line with the budget proposed by the Contractor;
- The Contractor shall ensure adherence to the proposed deadlines without jeopardising the quality of work;
- High quality filming and photos and timely reporting are expected.
- The Contractor shall ensure that any permits needed for the delivery of the services to be provided are complied with.

### ***3.2 - Risks***

Delay in the commencement of the contract due to delay in the commencement of the project.  
Extension of the contract execution period due to extension of the project implementation time scale.

## **4. Scope of the Work**

### ***4.1 - General***

#### ***4.1.1 Project Description***

This project will be entail the commissioning of a 25 minute documentary named Equality from the heart capturing LGBTIQ+ history in Malta. The short film will bring together voices from over 50 Years of LGBTIQ+ life, rights movement and to explore queer activism on the Island. The Documentary will bring together LGBTIQ+ activists, experienced and new, look at the movement for LGBTIQ+ equality before and after the decriminalisation of same sexual activity in 1973 It will also explore how today's activism stands on the shoulders of activists of the past.

Despite Malta ranking top of the ILGA Rainbow Index for five years in a row, the fight against stigma and discrimination is far from over. Due to society's prejudice, many young LGBTIQ+ people are still stigmatised by their families after coming out.

This documentary can be a tool for discussion between families , friends, workshops, conferences, when they put forward facts about sensitive issues like equal rights, HIV and AIDS.

#### ***4.1.2 Geographical Area to be covered***

Malta and Gozo

#### 4.1.3 *Target Groups*

General public

#### 4.2 - *Specific Activities*

#### 4.3 - *Project Management*

##### 4.3.1 *Responsible Body*

The final beneficiary which will be responsible for managing the contract shall be Allied Rainbow Communities.

##### 4.3.2 *Management Structure*

All decisions in relation to this contract shall be by the Contracting Authority's delegate following discussion with the President of the Organisation.

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

As appropriate.

## 5. Logistics and Timing

### 5.1 - *Location*

The Contractor to provide a professional studio for the filing and if necessary, filming might be in various locations

### 5.2 - *Commencement Date & Period of Execution*

The intended commencement date is mid May and the period of execution of the contract will be 8 months from this date. Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

## 6. Requirements

### 6.1 - *Personnel*

#### 6.1.1 *Other Experts*

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

The Consultant shall select and hire other experts as required according to the profiles identified in the or these Terms of Reference.

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

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications,



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language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the NGO.

### 6.1.2 *Support Staff and Backstopping*

As appropriate.

### 6.2 - *Accommodation*

No office accommodation to be provided by the Contracting Authority.

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

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

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

### 6.4 - *Equipment*

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

## 7. Reports

### 7.1 - *Reporting Requirements*

*(Please refer/peg to Article 26 of the Special/General Conditions)*

Interim progress reports must be prepared every 2 months during the period of execution of the contract. They must be accompanied by a corresponding invoice.

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that these interim and final progress reports are additional to any required in Section 4.2 of these Terms of Reference.

### 7.2 - *Submission & approval of progress reports*

2 copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### 8.1 - *Definition of Indicators*

The Service Provider is expected to keep accurate and Precise records of participation, filming and photos deemed necessary for the final production of the documentary.

*8.2 - Special Requirements*

As appropriate.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

*5.1 - Draft Contract Form*

*5.2 - Glossary*

*5.3 - Specimen Performance Guarantee*

*5.4 - Specimen Tender Guarantee*

These are available to view and download from the 'Resources Section' at:

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

*5.4 - General Conditions of Contract*

The full set of General Conditions for Works Contracts (Version 2.0), for Supplies Contracts (Version 2.0) and for Services Contracts (Version 2.0) 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.

## Financial Offer / Bill of Quantities



Fee Based  
Service.xlsx