



MDINA

METROPOLITAN CHAPTER

TENDER

FOR THE PROVISION OF GROUP GUIDING UNITS AT
THE MDINA CATHEDRAL AND MDINA CATHEDRAL MUSEUM

June 2019

Date Published: 16th June 2019

Closing Date: 28th June 2019 Time: 12:00hrs

Tender Reference: MMC01-06-2019

Part One - Instructions to Tenderer	3
1.1. Initial Consideration	3
1.2. Validity and Closing Date	3
1.3. General Conditions	4
1.4. Compiling the Tender	4
1.5 Reservations	5
1.6. Prices	6
1.7. Indemnity given to Service Provider	6
1.8. Definitions	6
1.9. Criterion For Award	7
1.10. Language	7
1.11. Law	7
1.12. Specific Conditions	7
1.13. Duration	8
1.14. Termination	8
1.15. Applicable Law and Jurisdiction	8
PART TWO - Obligations of the Service Provider	9
Part Three: Technical Specifications	9
Part Four: Financial Bid	12
SCHEDULE FORM A	13
SCHEDULE FORM B	14

The service comprises the provision of Group Guiding Units for the Mdina Cathedral Museum and Mdina Cathedral in accordance with the Conditions of Contract listed hereunder in Part One, obligations of the Service Provider listed under Part Two and Technical Specifications listed under Part Three.

CONDITIONS OF CONTRACT

Part One - Instructions to Tenderer

Tenderers are hereby invited to submit their proposals for the service of Group Guide Units, specifications of materials, schedule of operation, and costs as requested. All recipients of the Tender Dossier shall treat the details of the document as private and confidential.

1.1. Initial Consideration

1.1.1. In submitting a tender, the bidder accepts in full and in its entirety, the content of this tender document, including subsequent clarifications that may be issued by the Museum - Cathedral, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

1.1.2. No account can be taken of any reservation contained in the tender about the tender document submitted and any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

1.1.3. It shall be the Museum - Cathedral's sole discretion whether to request rectifications in respect of incomplete/non-submitted information pertinent to the documentation.

1.1.4. The Museum retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

1.2. Validity and Closing Date

1.2.1. No tender shall be considered unless:

- It is submitted on the attached form;
- It is received later than the closing date and time stated in this dossier;
- In the case of a Limited Liability Company, Co-operative or other Legal Person, it is signed by a person or persons duly and legally authorized to act on behalf of the company and such authorization is duly evidenced;
- In all other cases, it is signed by the party tendering;
- The postal address of the bidder is stated in the tender.

1.2.2. Submissions are to be addressed to:

The Director
The Mdina Cathedral Museum
St Paul's Square Mdina

1.2.3. Sealed tenders on the prescribed form and in accordance with the specifications and conditions attached thereto shall be received at this office up to 12:00 hrs on Friday, 28th June 2019, noon.

1.2.4. The successful tenderer shall, where the conditions of tender so specify and at the discretion of the Museum - Cathedral, be called to sign the contract and special conditions attached to the tender where and when required to do so.

1.3. General Conditions

1.3.1. Tenderers are encouraged to visit the Mdina Cathedral and Mdina Museum to understand the logistics of group visits to these premises.

1.3.2. The tendered price is for the provision of the requested group guide hardware units and related accessories required to operate the system.

1.3.3. An appointment to view the premises may be made by contacting Mrs. Mariella Cutajar on the following telephone number (+356) 2145 6620 or by email to: mariella.cutajar@metropolitanchapter.com

1.4. Compiling the Tender

1.4.1. The tender must be completed on the accompanying Schedule Form A with all the blanks therein and all the schedules duly filled in ink and signed. Any tender that is incomplete or does not include the whole of the services covered by the specifications and by the conditions may not be considered.

1.4.2. Alterations are not to be made in the document by the bidder other than filling the blanks.

1.4.3. The bidder, however, is at liberty to add any further details that he may deem desirable, and, in the event of his doing so, must print or type such details and annex the added matter to the tender submitted by him. Such additional details shall not be binding unless they are accepted and approved by the Museum - Cathedral and formally incorporated in the contract.

1.4.4. The tenderer will bear all costs associated with the preparation and submission of the tender. The Museum - Cathedral will in no case be responsible or liable for such costs, expenses or losses which the tenderer may incur, whatever the conduct or outcome of the procedure.

1.4.5. Tenderers shall submit with their offer all technical literature, information sheets and detailed data, brochures, photographs, samples of materials, etc to describe the Group Guiding Units being proposed.

1.4.6. Tenderers shall furthermore submit with their tender offers:

- a detailed company profile highlighting museum services offered;
- full details of group guiding services of a similar nature that have been carried out during the last five years by the company; a list of sites where the company has delivered said services;
- samples of the audio guides offered with necessary chargers/batteries and any ancillary accessories required for their operation;
- Any other information such as to satisfy the Mdina Metropolitan Museum - Cathedral that they are in a technical and financial position to carry out the services.

Any tender in which any one or more of these cumulative requirements is missing shall be invalid.

1.4.7. Tender offers shall be valid for one year.

1.4.8. Tenderers shall not retract or withdraw their tenders for the specified period. This period shall commence to run from the closing date fixed for the presentation of tenders, and the tenders shall remain binding and may be accepted within such period by the Museum - Cathedral .

1.4.9. All documentation shall be in the English Language.

1.5 Reservations

1.5.1. The Museum - Cathedral reserves the right to accept, reject or cancel any tender, wholly or in part, and to reject all offers without giving any justification whatsoever. The Museum - Cathedral reserves the right to alter any quantities and/or delete any item/s from the bills of quantities when awarding the contract, and, to divide the contract among two or more Tenderers at its sole discretion.

1.5.2. The Museum does not bind itself to accept the lowest bid and will not give any reason for the rejection of any Tender. In no circumstances shall a Tenderer be entitled to any claim for compensation. The Tender itself does not commit or bind the Museum - Cathedral in any

manner whatsoever.

1.5.3. The Museum - Cathedral reserves the right to reject bids that in its sole opinion are excessively low, and which may result in loss of quality of the services to be performed.

1.6. Prices

1.6.1. Tenderers shall submit prices/rates in euros and inclusive of VAT charges and/or other taxes. Moreover, the successful Tenderer shall be bound to conform in all aspects with VAT and other fiscal legislation and regulations, and all other regulations, licensees, insurances and guarantees in connection with this tender.

1.6.2. The rates tendered shall be considered as inclusive and as covering all the services specified, as well as any other ancillary or accessory services which are contingent, complementary or indispensable for the execution of the contract in its entirety and as intended.

1.6.3. The tendered sum shall be considered as inclusive of any additional lighting required and any other equipment and materials deemed necessary for the execution of the contract. No pleas of ignorance of conditions that exist or that may be encountered in the execution of the services under this contract, shall be accepted to justify any failure or omission on the part of the Tenderer to fill in every detail and all the requirements of the said Tender document, or to claim extra payment or compensation.

1.7. Indemnity given to Service Provider

1.7.1. The Service Provider shall keep the Museum harmless and at all times fully indemnified for any claim in connection with patent rights or royalties, whether for manufacture or for use in Malta. In the event of any claims being lodged against the Museum - Cathedral, in respect of which, the Service Provider is liable under this condition, the Service Provider shall be notified thereof and may at his own expense conduct all litigation that may arise therefrom, or any negotiations for settlement.

1.8. Definitions

1.8.1. In these conditions, and in any specifications or Special Conditions annexed hereto, the following words shall, unless otherwise indicated or unless the context otherwise requires, have the following meaning:

- the word 'Client' or 'The Museum - Cathedral' shall be taken to mean The Mdina Metropolitan Museum and Mdina Metropolitan Cathedral

- the word ‘Service Provider’ shall mean any person or persons whose tender is accepted by the Mdina Metropolitan Museum - Cathedral.
- the word ‘variation’ shall mean any increase or decrease in the quantity of works or any extra work required for the completion of the contract;
- ‘Services’ means the provision of Group Guiding units and their continuous operation, including all necessary permanent services and temporary services incidental thereto;
- ‘Site’ means the precincts of Mdina Metropolitan Cathedral and the Mdina Metropolitan Cathedral Museum
- ‘Contingency’ means unexpected requirement/s involved in the carrying out of the Services.

1.9. Criterion For Award

1.9.1 The Contract will be awarded to the Tenderer who presents the cheapest-priced valid Tender, meeting all Technical Specifications (Part Three), or the largest part thereof, as may be determined by the Museum.

1.10. Language

1.10.1. The language of the Contract is English. All applications and attached documentation must be presented in English. Furthermore, all contacts must be concluded in the English Language, communications held in English and disputes settled in the English Language.

1.11. Law

1.11.1. By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

1.12. Specific Conditions

1.12.1. The Group Guiding Units shall be functional at all times and be free from any defects which will prevent their correct utilization. Replacement of Group Guide Units should be made at the disposal of the Museum and the Cathedral at all times. A 5% buffer is required.

1.12.2. The Group Guiding Units shall be delivered within a period of 3 (three) weeks from the date of issue of the Letter of Commencement. The Service Provider will incur a penalty of two hundred Euro (€200) for each day of delay. In any case, delivery period must not exceed six (6) weeks from the Letter of Commencement. Failure to deliver within the stipulated time will entitle the Mdina Metropolitan Museum - Cathedral to unilaterally

withdraw the Letter of Acceptance and consider the contract as null and void; and this without prejudice to all rights of the Museum - Cathedral against the Service Provider, including for the payment of the stipulated penalty for delay, without any deduction, and compensation for damages caused

1.13. Duration

1.13.1. This agreement shall be for a term of five (5) years from the date of the system's commissioning, or any other day as may be agreed by the Museum - Cathedral and the Service Provider, subject to any exigencies which may materialize during this Agreement.

1.14. Termination

1.14.1. This agreement shall be considered terminated ipso facto if:

1.14.1.1. The Mdina Metropolitan Museum - Cathedral ceases to exist, or ceases to carry out its objectives and purposes or is declared insolvent by a court of law.

1.14.1.2. The Mdina Metropolitan Museum - Cathedral breaches any of its material obligations under this Agreement.

1.14.1.3. The Service Provider breaches any of its material obligations under this Agreement.

1.14.1.4. The Service Provider ceases, or threatens to cease, to carry on its business or is declared insolvent by a court of law.

1.14.1.5. The Mdina Metropolitan Museum - Cathedral notices a serious deterioration in the quality of service provided by the Service Provider, and the service does not improve after one official notification has been served in writing to the Service Provider by the Museum - Cathedral.

1.15. Applicable Law and Jurisdiction

1.15.1. This Tender and the Contract Agreement shall be construed and interpreted in accordance with the laws applicable in Malta, from time to time.

1.15.2. Any dispute or difference arising out of or in connection with this Tender, and the Contract Agreement, shall be resolved by the parties negotiating amicably. If such negotiations shall not resolve the dispute, such dispute shall be referred to the exclusive jurisdiction of the Courts of Malta.

PART TWO - Obligations of the Service Provider

The services being rendered by the Service Provider under the terms and conditions of this agreement are:

- 2.1 The provision of Group Guiding Units and related accessories (lanyards, batteries, headphones and charging stations).
- 2.2 Full maintenance of hardware for the entire duration of the contract.
- 2.3 Provide training to Cathedral and Museum staff for the successful implementation.
- 2.4 Provide ample group guide units for the needs of each site at any one time.
- 2.5 The establishment and maintenance of a 24-hour support service for the reporting of faults. In case of emergency an appropriate mobile phone number shall also be made available.
- 2.6 Be responsible, at own expense, for repair or replacement of any equipment falling under this system within 48 hours from receiving a report of fault.
- 2.7 Provide additional units as may be required to replace any faulty units while repairs are being carried out.
- 2.8 Ensure that a reasonable amount of recommended replacement spares are retained for the servicing of the equipment covered by this Agreement.
- 2.9 Supply an adequate tour guide solution which enables tour guides to communicate with their groups via a wireless listening device to reduce background noise within the Cathedral and its Museum.
- 2.10 At own expense, insure the equipment against theft and/or damage for the duration of this Agreement.
- 2.11 Be responsible for the smooth running of the equipment and, where necessary, shall be responsible for the changing of batteries (where applicable) on a periodic basis.
- 2.12 Be consulted on establishing the most adequate areas for the storage of the audio guide equipment.
- 2.13 Sub-contracting part or in whole or in any other manner assign any of its obligations as stipulated by this agreement is not permitted, unless specifically consented thereto in writing by the Museum - Cathedral.
- 2.14 Separate sets of guiding units for the Museum and Cathedral will need to be supplied as group guiding units will not be allowed outside of the respective separate premises. Each visitor ticket entitles users to visit the Museum and Cathedral.

Part Three: Technical Specifications

Radio Guides

1	Description - Specifications General Specifications	Requirements
1.1	State the manufacturer, series and model	YES
1.2	State the year it was announced	YES
1.3	Provide all documentation on the offered model	YES
1.4	Good performance guarantee	5 years
1.5	On-call technician assistance. Fast response within 4 four hours maximum	YES
1.6	Deliver a sample of the device together with accessories and peripherals with the bid for testing	YES
1.7	Viable solution for recharging facilities that occupies a small footprint and is not intrusive with the museum - cathedral	YES
1.8	Submit plans to dispose of any waste generated including batteries and consumables	YES

2	Technical Specifications	Requirements
2.1	Transmitters and receivers to handle multiple groups concurrently	YES
2.2	Maximum group size of 50	YES
2.3	Minimum of 15 channels	YES
2.4	Carrier frequency range within ISM band (must conform to the radio communications regulations permitted by the Laws of Malta)	YES
2.5	Minimum signal-to-noise ratio 90dB	YES
2.6	High Audio quality	YES
2.7	Minimum frequency response 80Hz - 18Hz	YES
2.8	Minimum dynamic range 80dB	YES
2.7	Radio Communication range 100m (open space)	YES
2.8	Audio output 3.5mm stereo socket	YES

2.9	Battery supporting 8 hours usage time (quote the assumed on-time and standby time)	YES
2.10	Full recharging battery in eight (8) hours	YES
2.11	Battery level indicator	YES
2.12	Volume adjust control	YES
2.13	Reusable Headphones that can be sanitised included in the price	YES
2.14	Simple and intuitive navigation menu	YES
2.15	Hands Free operation	YES
2.16	Neck hanging	YES
2.17	Solution for people with hearing impairment - for 20 units	YES
2.18	Solution for people with visual impairments - for 20 units (can be the same units as in 2.21)	YES
2.19	Light weight - less than 160 grams	YES
2.20	Constructed from Fire Retardant Material	YES
2.21	Shock Proof	YES
2.22	Security features to prevent units from unauthorised removal from the site	YES

Part Four: Financial Bid

The Mdina Metropolitan Museum - Cathedral shall pay the Service Provider the rates which will be quoted by the bidder in this tender for Group Guiding Systems

4.1(a) Rate per group guide unit used - The Museum - Cathedral shall pay the Service Provider the fees which will be computed at the accepted rates on the statistical information provided by the Museum - Cathedral.

4.1(b) Payment terms – 30 to 60 days from the date of invoice based on the statistical information provided by the Museum - Cathedral payable in arrears.

4.2 The Service Provider acknowledges and accepts that it may in no case contest or dispute the statistical data which the Museum - Cathedral provides for the purposes of computing the fees due for the Services at the accepted rates.

SCHEDULE FORM A

The Mdina Metropolitan Museum - Cathedral shall pay the Service Provider the rates which will be quoted by the bidder in this tender document in accordance with the structure listed below.

Fee per visitor which becomes payable by the Mdina Metropolitan Museum - Cathedral as per payment terms details as listed under PART FOUR.

Category Rate per audio guide unit rental	Rate in euros inc. VAT
Group Guides	

Name of Managing Director

Signature

Date

Company Name and Stamp

SCHEDULE FORM B

Group Visitor Entrance statistics based on average of last four years:

Type	Amount (average of last 4 years)
Group Visitors	52,892

1 TENDER FORM

GROUP GUIDING SERVICES AT THE MDINA CATHEDRAL AND CATHEDRAL MUSEUM, VALLETTA

With reference to Tender No MMC/052019/1 published by The Mdina Metropolitan Museum - Cathedral, and to the terms of the conditions therein mentioned and those thereto attached;

I/We (Name of firm/company/Co-operative or individual making the tender to be entered in block letters) confirm to undertake, if our Tender is accepted, to deliver the units within the number of weeks set out in the Specific Conditions from the date of issue of the Letter of Commencement.

I/We declare that we have examined and accepted the General Conditions, Obligations of the Service Provider, Specifications, Financial Offer and Schedule for the supply of the above-mentioned audio guide service, I/we, the undersigned, offer to deliver such service and remedy any defects therein in conformity with the General Conditions, Obligations of the Service Provider, Specifications, and Financial Offer as specified in the attached Schedule.

I/We undertake that this tender shall not be retracted or withdrawn for a period of one year from the final date for submission of the tender.

I/We agree to abide by this Tender for a period of five (5) years from the date fixed from receiving the Letter of Commencement and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

I/we here undersigned shall be the person/s responsible for operating and managing the services on a day to day basis on the site.

I/We note that the Museum - Cathedral is bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract without giving reasons. The Museum - Cathedral will incur no liability towards me/us should it do so.

I/We understand that the Museum - Cathedral is not bound to accept the lowest price or rates of any tender that may be received.

Should my/our offer be accepted, the tender document, the tender form, attached agreement, the Museum - Cathedral's Letter of Acceptance, Letter of Commencement shall constitute a binding contract between the two parties.

Dated this _____ day of _____ 2018

Signature _____ in the capacity of _____

Duly authorized to sign tenders for _____

Address

2. CONTRACT AGREEMENT

This Agreement made on the day of _____ 2019
Between the representatives of The Mdina Metropolitan Museum - Cathedral, St Paul's
Street Mdina, (therein called "the museum- cathedral") of the one part and
_____ of _____
(hereinafter called "the Service Provider") of the other part.

Whereas the Museum - Cathedral is desirous that delivery of the audio guide service should
be executed by the Service Provider,

_____ and has accepted a Tender by the Service Provider for the delivery of the audio guide service.

This agreement is as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, that is:
 - (a) The Letter of Acceptance;
 - (b) The Letter of Commencement;
 - (c) The said Tender;
 - (d) The General Conditions;
 - (e) The Technical Specifications;
 - (f) The Obligations of the Service Provider;
 - (g) The Financial Offer; and
 - (h) The Schedule Form A
 - (i) The Schedule Form B.
3. In consideration of the payments to be made by the Museum - Cathedral to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Museum - Cathedral to deliver the audio guide service and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Museum - Cathedral hereby covenants to pay the Service Provider in consideration

of the delivery of the audio guide service and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The undersigned have caused this Agreement to be executed the day and year first before written.

The Chapter

The Service Provider