



MALTA ENTERPRISE

**TITLE: ENTERPRISE EUROPE NETWORK (EEN) EVENT MANAGEMENT SERVICES
REF: (ME/CFQ/EEN/Q02/13)**

CLOSING DATE: Tuesday 12th February 2013 at 10.00hrs (MALTA TIME)

A. Introduction

Background on Malta Enterprise

Malta Enterprise (ME) hereinafter referred to as the Client is the Government's exclusive agency for investment and trade in Malta. ME's mission is to act as a single point of contact for enterprise, attract growth and retain foreign direct investment in the Maltese economy, and help in the growth and development of local industry.

The package of assistance includes professional pre-investment advice and support, start-up assistance, incentives specifically targeted for the conservation of energy and the environment, incentives to boost Research and Development activity on the island, incentives to support the healthy growth of enterprise, as well as a range of post investment services and aftercare facilities. In addition, Malta Enterprise also offer a range of trade promotion services aimed at assisting local companies to access new markets, introducing foreign companies to suitable manufacturers, service providers, suppliers and potential strategic partners in Malta.

The Conference

This regional matchmaking event, entitled '*Unlocking the Potential*', aims to bring together companies operating in diverse sectors namely: Functional Food, Renewable Energies and Environment, Life Sciences, Sustainable Construction, Aviation, Logistics, Maritime, Advanced Manufacturing as well as Digital Game production.

Around 150 local and foreign participants are expected to attend. Apart from individual meetings between the participants, there will be the EUREKA and ERASMUS Cafés which will run on both days. Companies having stands at these Cafés will be able to connect with other interested companies via SKYPE so as to improve networking.

Interested Bidders

Malta Enterprise requires the services of an events management supplier, with a 3-year proven track record, to procure and manage the requirements as explained in the terms of reference below. Malta Enterprise is solely securing the venue including related requirement, refreshments breaks, lunches and the evening receptions

B. Instructions to Interested Bidders

Unless otherwise agreed in writing by both parties, the successful contractor accepts in full and in its entirety, the content of this Call for Quotations, including subsequent clarifications issued by Malta Enterprise.

Interested bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Call for Quotations (CFQ).

Clarifications

Interested bidders may submit queries or questions concerning this CFQ to the following e-mail address tenders@maltaenterprise.com by not later than 2 working days before the deadline of submissions. Malta Enterprise shall reply to all questions by not later than 1 working day before the deadline of submissions.

Interested bidders are invited to submit a bid by **10.00hrs (CET) of Tuesday 12th February 2013.**

All submissions shall be clearly marked '**EEN Event Management Services**' and shall be deposited in the tender box at Malta Enterprise office:

Malta Enterprise
Gwardamangia Hill
Pietà
Malta MEC0001

C. Submissions Requirements

Submission Requirements

Interested bidders shall provide the following:

- A detailed company profile, which must include, among others:
- Interested bidder's contact details including postal address, email address, telephone number and VAT number (as per Contact Form);
 - A one-page brief background on the interested bidder, including an organisation chart of its personnel;
 - Photos or images of the equipment being provided including the Exhibition booths, Internet booths.
 - Documentary evidence (including literature/photos where necessary) that shows the interested bidder's qualification to participate in the project. In this regard, interested bidders are expected to demonstrate that they possess the:
 - necessary setup and capability to execute all items of this project, indicating clearly the equipment/infrastructural set-up being proposed that satisfies the requirements (as per Article 4 'The Contractors Obligations/Responsibilities and Warranties of the draft contract);
 - appropriate professional and technical qualifications;
 - human resources, indicating the pre-named members that will be involved in the execution of this contract (as per Article 7 'Assumptions and Risks' of the draft contract);
 - equipment and other resources that would be necessary to carry out this project;
 - due managerial and organisational capabilities, reliability and experience, including previous experience in undertaking and operating similar projects;
 - ability to manage the technical and operational aspects of the project;
 - previous experience in undertaking projects of a similar nature (brokerage/matchmaking events for international participants), indicating inter alia the client, type of event, number of attendees (at least 100) and performance of each such project. Provision of appropriate references would be commendable. Interested bidders shall have at least three (3) years of experience in event management.
- Sufficient proof that the interested bidder, whether an individual or a corporate entity, is registered with the relevant competent authorities, such as the VAT Department and, consequently, capable of offering the requested services outlined in this request for quotations;
- Details and confirmation that lead to a guarantee that the interested bidder:
 - Has a suitable liability insurance policy that covers both personnel and any other third party liability, which may be incurred in the process of providing services as required by this call for quotations;
 - Has the appropriate qualifications / permits / licenses, as the case may be, to conduct/provide secretarial/front office services;
- Event Support Manager/s proposed for the production of the international event shall have provided event management services for at least three (3) major brokerage/networking events over the last five 5 years, which were attended by at least one hundred (100) people, for which the participants were international.

- Provide **TOTAL PRICE** for the event management services, inclusive of all related costs incurred for the requirements listed under the Terms of Reference below namely (a) and (b) giving a categorised breakdown of what the total cost comprises. Price schedule shall to be inclusive of VAT (as per Appendix 2).
- The completed Contact Form included with this document (as per Appendix 1).

Failure to submit the above requirements may lead to the Contractor's bid being rejected.

Right of the Client to accept or reject any bid

The Client reserves the right to accept or reject any bid and/or to cancel the whole Bid Procedure and reject all bids. The Client reserves the right to initiate a new invitation to bid.

In the event of a bid procedure's cancellation, bidders shall be notified by the Client. If the bid procedure is cancelled before the sealed envelope of any bid has been opened, the sealed envelopes shall be returned, unopened, to the bidders.

Cancellation may, at the discretion of the Client, occur where:

- (a) the bid procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) all technically compliant bids exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances shall the Client be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a bid, even if ME has been advised of the possibility of damages. The publication of a contract notice does not commit ME to actually implement the project announced.

The Client, moreover, is entitled to reject any Call for quotations not accompanied by the required documentation, or which is incomplete.

Evaluation of submissions

A shortlist of the interested parties will be drawn up on the basis of the following criteria:

- Professional and technical qualifications in all areas relevant to the project;
- Experience in projects of a similar nature;
- Financial and human resources, equipment and other resources;
- Organisational and managerial capability;

All the required documentation/information shall be provided by the bidders at the time of submission.

Awarding of the Services

The award shall be based on the cheapest priced offer, satisfying the administrative and technical requirements.

The Client reserves the right to conclude the agreement with the successful bidder within the limits of the funds available.

Performance Guarantee

Within 2 calendar days of receiving the signed contract from the Client, the Contractor will sign and date the contract and return it to the Client with the performance guarantee.

The performance guarantee is set at 10% of the amount of the award value and shall be released within 30 days of the signing of the Final Statement of Account (Final Bill).

Appendix 1 Contact Form
(To be filled in and included with submission)

Contact Details

Company Name	
Address	
VAT	
Telephone	
Fax	
Email	
Website	

Contact Person

Name	
ID Number	
Designation	
Telephone	
Fax	
Mobile	
Email	

Signed on Behalf of Contractor

Name	
Designation	
Signature	
Date	

Appendix 2 Financial Offer
(To be filled in and included with submission)

Item	Contractors Obligations/Responsibilities <i>(see Clause 4 of Draft Contract)</i>	Total amount (EURO) inclusive of VAT
A	Equipment	
B	Event Management	
C	Advise on alternate accommodation facilities and liaise with foreign delegates on accommodation (on request).	
	Total Price (inclusive of duties, VAT, Eco-Contribution (if any) and all other taxes/charges and any discounts) is:	€

D. Draft Contract

THIS CONTRACT having a reference of ME/CFQ/EEN/Q02/13 made this day __ Month _____ 2013

There appear on this Agreement:

Of the first part, Dr. Sue Vella, holder of identity card number [] M, Chief Executive Officer, who appears hereon for and on behalf of Malta Enterprise, a Public Corporation having its offices at Gwardamangia Hill, Pietà MEC 0001 hereinafter referred to as the 'Client'

And of the second, [], holder of ID card number [] M who appears hereon in his capacity as [Position] for and on behalf of [Company Name] a limited liability Company bearing registration number Cxxxxx, having its registered office at xxxxxxxxxxxxxxxx hereinafter referred to as the 'Contractor';

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- (a) this contract
- (b) EEN Event Management Services – Technical Offer of the Client's requirements:
- (c) the bid submitted by the Contractor
- (d) the financial offer (after arithmetical corrections)/breakdown,
- (e) the written clarifications

Any addenda shall have the order of precedence over the document they are modifying.

NOW THEREFORE, the parties hereto agree as follows:

Definitions

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

'Client' means the party requesting the services as final beneficiary of this Contract – Malta Enterprise.

'Contract' means this agreement between the Parties for the provision of the Deliverables as described herein, including all appendices hereto and all documents incorporated herein to which reference may properly be made in order to ascertain the rights and obligations of the Parties

'Contractor' means the party, including suppliers, subcontractors or agents of the Contractor, providing the services as per this Contract.

'Event Manager' means the Contractor's representative during the execution of the Contract.

'Event Director' means the Client's representative and contact point during the execution of the Contract.

‘Malta Enterprise’ means the Client.

‘Parties’ means the Contractor and the Client jointly.

‘Personnel’ mean the Contractor’s personnel engaged in the execution of the Contract.

‘Services’ means the provision of any and all services related to the event as detailed in the Terms of Reference, Bill of Quantities attached, including any services, resources or materials and any other ancillary services necessary for the successful execution of the contract to the satisfaction of the Client.

‘Third party’ means any entity other than the Client and the Contractor.

1. Background

Malta Enterprise (ME) is hereby entering into an agreement with the Contractor for the provision of Event Management Services at EEN event, entitled ‘Unlocking the Potential’.

The event is spread over two (2) full days – in April 2013 and shall consist of a plenary session, a number of workshops, as well as networking opportunities in the exhibition/internet café area. Relevant coffee breaks and lunches shall be held during the day. A networking reception shall be held in the evening on Day 1 and a closing function shall be organised in the evening on Day 2.

- *Date:* 17 – 18th April 2013
- *Duration:* 2 days + 1 day set-up on 16th April
- *Time:*
 - Day 1 – Registration from 9.00 am until 9.30 am
 - Day 1 – Opening session (Plenary) - 9.30 am until 10.30 am
 - Day 1 – Meeting sessions – 10.30 am until 3.30 pm (including lunch)
 - Day 1 – Workshops x 2 – 3.30 pm until 5.00 pm
 - Evening Reception

 - Day 2 – Meeting sessions – 9.30 am until 2.30 pm
 - Day 2 – Workshops x 2 – 2.15 pm until 4.00 pm
 - Day 2 – Closing function
- *Attendees:* 150 persons approx. (local and foreign participants)

2. Contract deliverables

The overall objective is to (a) organise, provide equipment, setup, assemble and dismantle all logistical requirements for this event and (b) manage the event from start to finish in terms of liaising with Malta Enterprise and any other contractors involved in order to execute the event successfully.

The Contractor, while working in close proximity with the Client and any other contractors involved, shall execute the overall setup of the entire event by providing, installing and harmonising the infrastructural basis and all technical equipment of the event. This shall consist, but not limited to providing support staff to work throughout the networking event, maintaining and being available to maintain any logistical items throughout the two days of the event.

3. Specific Activities

The services offered by the Contractor shall include, but not be limited to, the provision of the following:

- i. Event management, in liaison with Malta Enterprise, including set-up arrangements and on the days of the event;
- ii. Organisation and provision of display booths and Internet Café, inclusive of equipment and relevant technical support;
- iii. Registration of delegates at the start of the conference;
- iv. Diverse accommodation options for all foreign delegates in the vicinity of the event venue - accommodation shall be paid for by the the foreign delegates;
- v. Meeting booths and Internet Café;
- vi. Optional social programme for the foreign delegates for Day 3 (to be paid for by the delegates);
- vii. Relevant building, furnishing, setting-up, maintaining and eventual dismantling services all within the stipulated period;
- viii. Relevant construction, storage, transportation, installation, maintenance, dismantling and disposal shall be in accordance with the rules and regulations of the Venue, and any amendments/additions/corrections made thereto;
- ix. All the logistical, infrastructural setup and necessary relevant services during the duration of the event shall include maintenance, upkeep and cleaning. Maintenance, upkeep and cleaning is to be carried out by the Contractor at least daily during the duration, as well as prior to start and following the completion, of the Event;
- x. Perform the whole of the works, complete in all parts and furnished with every necessary detail, notwithstanding any omission or inconsistency in the specification.
- xi. Apply and make the necessary arrangements directly with the venue for the provision of any utilities (example: electricity, water, internet service to accommodate at least 4 PCs and waste).

4. The Contractors Obligations/Responsibilities and Warranties

The Contractor shall be responsible to handle and manage all the various elements of the event. Besides the organisational aspect, the Contractor shall be required to handle any payment to third-parties for the purposes of this event-related with these elements. Services offered by the Contractor shall include, but not be limited to, handling all procurement and management of the following requirements categorised below:

A. EQUIPMENT

Specifications for both days – to be provided by the selected party

EXHIBITION/COFFEE BREAK AREA

- i. *To include provision of the items below, set-up of same, testing, and dismantling. Set-up to be held in the afternoon of 16th April. Dismantling to commence right at the end of the event on Day 2.*

1. EUREKA and ERASMUS Stands

- 10 adjoining meeting booths complete with light fittings, each measuring 3 x 2 mtrs or equivalent, having enough space to set up 1 small meeting table and 4 chairs. specifications of the booths are as follows:
 - ☐ 3m x 2 m & height of 2.4 m
 - ☐ Shell scheme stand comprising of system panels (made of felt panels), power socket (electric point), spotlights on each back panel, front fascia structure, identical round table and 4 chairs
 - ☐ Each booth will have an internet connection + 1 adapter
 - ☐ Company branding of the stands on the front fascia structure i.e. text only

2. Internet Corner

- 4 Internet booths (e.g. high cube table) to accommodate PC monitor, keyboard and mouse.

3. PCs and Related Supplies for Internet booths

- 4 PCs complete with flat screen, keyboard, mouse, CD drive and USB connection. PCs to have facility of connecting either to Wifi and cable Internet.
- Any cabling required for above-mentioned equipment.
- Technical support throughout both days of the event.

B. EVENT MANAGEMENT

1. Event management on both days, including the pre-event full day set-up and end of event dismantling of any equipment as mentioned above.
2. Support x 2 persons (minimum) on the morning of Day 1 for the registration of the participants.
3. On-site support on both days including a complement of 1 multi-disciplined personnel in the Event Management field to be on site to deal with any eventuality during pre-event set-up as well as throughout the 2-day activity. The same person would also be the liaison person with Malta Enterprise in the months, weeks and days leading up to the event.
4. Set-up of a help-desk for the booking of the social programme and any other cultural activities required by the foreign participants, including the distribution of free promotional literature on Malta (to be made available by the selected service provider.) Any tours or other related activities will be paid for directly by the participants.

C. ACCOMMODATION

The Contractor shall advise on alternate accommodation in the vicinity of the conference venue and advise on appropriate rates. Accommodation arrangements will be handled directly between the service provider and/or hotels and the foreign delegates.

D. ADDITIONAL CONFERENCE MANAGEMENT SERVICES

The Client may request additional Conference Management Services or related equipment as the need arises. Any such requests will be quoted for separately according to the requirements at the time.

The Contractor shall:

- i. Complete the tasks within the time schedule and within budget;
- ii. Assign experienced and qualified personnel who have the ability to carry out the services requested by the Client as stated in this agreement, in a professional and proficient manner to establish a contractual relationship based on trust, mutual understanding and which is beneficial to both parties;
- iii. Ensure that the standard of services rendered under this contract shall, at all times, remain during the entirety of the contract period to the satisfaction of the Client;
- iv. Be flexible in the provision of its services in order to service the Client better;
- v. Escalate any issues which may potentially impact the Service;
- vi. Provide constant and consistent quality service;
- vii. Avoid conflict of interest in the responsibilities assigned;
- viii. Act professionally in all its dealings with the Client;
- ix. Adhere to the commitment and undertakings referred throughout this CFQ and to the contract signed between the Client and the successful Contractor;
- x. Handle and solve possible problems or controversial situations that may arise in the course of implementation;
- xi. Consult, co-operate fully, and provide sufficient support to the Client and other third parties;
- xii. Ensure full confidentiality and exercise discretion at all times, particularly with members of the public or the press;
- xiii. Nominate an Event Manager, who shall be the Contractor's representative during the execution of the contract;
- xiv. Adhere to industry standards, methodologies, techniques and procedures and exercise a degree of skill, care and diligence in accordance with generally accepted practices and principles;
- xv. Obtain and maintain all approvals, permissions, permits and licenses required to comply with national laws and regulations that may be applicable for the provision of the Services.
- xvi. Ensure that all personnel employed during the execution of the contract are properly trained, experienced and motivated;
- xvii. Take full responsibility for the adequacy, stability and safety of all operations and methods of construction/works under the contract, which shall be supervised by the Contractor's Event Manager who shall, as required, submit applications/notifications and obtain on behalf of Malta Enterprise any approval/permit required from any other authority, all at the sole expense of the Contractor;
- xviii. Comply with: (i) health and safety regulations and good practices, to include but not limited to, providing access to persons with disability even during the construction phase, respecting legal and standard H&S practices, and utilizing H&S risk assessments; (ii) security standards, (iii) environmental protection. Any additional costs needed to comply with E&H&S and security standards shall be factored in the global price quoted;
- xix. Obtain and maintain all approvals, permissions, permits and licenses required to comply with national and local laws and regulations that may be applicable for the provision of the Services;

- xx. Be responsible for any operation of, any loss and/or consequence, due to the forces of nature against which an experienced Contractor could reasonably have been expected to take effective and timely precautions;
- xxi. Endeavour to embrace, insofar as is possible, the principles of Green Procurement and Energy Efficient practices with respect to any Materials, Works and Equipment to be used in the execution of this Contract, with an aim to reducing the carbon footprint and the energy use of the project. This may also include use of materials from 'green' sources and from energy efficient and environmentally friendly supply sources, use of re-cycled and reclaimed materials, together with other energy saving initiatives and design, energy efficient plant and work practices;
- xxii. Remain responsible at all times for the consequences of spillages of liquids, materials or debris or any other event, caused by the Contractor by any act, omission or through negligence, resulting in Environmental Impact as stipulated under Maltese Law. This shall include but not limited to payment of any fines imposed by the Regulatory Authorities and the Contractor shall indemnify and hold harmless Malta Enterprise against and from all costs, liabilities and expenses incurred in respect of any claim, action or proceedings;
- xxiii. All the property belonging to the Contractor remains under his custody and control at all times including while in transit to and from the venue, while stored outside the venue, and while it is in the confines of the venue. Neither the Client, nor its agents and/or employees are responsible for the safety of the Contractor's property from theft, damage by fire, accident, vandalism or other causes. The Contractor expressly waives and releases any claim or demand it may have against any of them by reason or any damage to or loss of any property of the Contractor;
- xxiv. Given the deadlines of the project deliverables, no delays in performance shall be accepted and/or tolerated. Any delays in delivery and setting-up of the event, which prevents Malta Enterprise from operating smoothly, makes the Contractor liable for the full value of the contract and all damages suffered, including but not limited to, any damages suffered through loss of business;
- xxv. Due to the nature of the contract, the Contractor could be obliged to carry out the services beyond normal working hours;
- xxvi. Appoint a suitably qualified and experienced Event Manager, and a minimum of two other Support Staff, to assume all responsibilities in relation to the execution of the contract, both with respect to works undertaken by the Contractor as well as those undertaken by any Sub-Contractor/s, during the whole project, in accordance with such rules and regulations, and any amendments/additions/corrections made thereto. Malta Enterprise reserves the right to refuse any appointed personnel from performing duties during the event. In which case the contractor is to substitute such personnel with other personnel that meet the necessary criteria.
- xxvii. Ensure that the Event Manager and any other staff involved in the execution of the contract are adequately supported and equipped to carry out their obligations in terms of this contract. The Contractor shall furnish, or contract for, all the necessary labour, tools, material, supplies, supervision and transportation to perform the necessary services, delivery, build up, dismantling and disposal in conjunction with the event.;
- xxviii. Act as Lead Contractor in the case that any service/activity is provided through subcontracting or other arrangements, and retain sole responsibility for the execution of the contract;
- xxix. Direct any queries related to details and specific arrangements regard preparation of the event to the Venue Owner;
- xxx. Comply with administrative orders given by the Event Director.

5. Client's responsibility

The Client shall nominate an Event Director, who shall act as the contact point during the execution of the contract.

Role of the Event Director

- The Event Director, or his deputy, shall act as Malta Enterprise's representative on site. The Event Director will be the liaison with the Contractor and is responsible for the overall planning, control and co-ordination of the project, from inception to completion, aimed at meeting the Client's requirements and ensuring completion on time, within costs and to the required quality standards, including but not limited to:
 - i. Organising and chairing scheduled meetings with the Contractor;
 - ii. Monitoring conformity of the materials and works, including workmanship, to the specification and agreed method statements, appropriate standards and codes of good practice, and good workmanship;
 - iii. Agreeing the extent of the works specified – inspecting the works and testing results;
 - iv. Monitoring the Contractor's performance and progress;
 - v. Ensuring the resolving of the complex practical issues involved in the execution of the works;
 - vi. Monitoring the Contractor's quality control and carrying out random checks;
 - vii. Agreeing the extent of work and measurements included in the valuations and certifying same;
 - viii. Reviewing Contractor's contractual claims and reporting;
 - ix. Providing in timely manner information that is necessary for the performance of the service by the Contractor.

- The Event Director shall have the right throughout the contract, either personally or by his deputy, to inspect the entire work, or any part thereof, at every stage of the progress and whenever the service, or any part thereof, may be in progress, to amend or alter anything he may deem fit and to reject any parts of the service which he may disapprove.

6. Insurance

The Contractor shall ensure that he has adequate insurance cover for the duration of the event.

The Contractor shall be in possession of a suitable liability insurance policy that covers both personnel and any other third party liability, which may be incurred in the process of providing services as required by this agreement (supplied by successful Contractor);

The Contractor shall adequately insure for the whole duration of the event, with the number of occurrences unlimited:

- against risk of damage to the booths, or any part thereof, or materials or Equipment for incorporation therein, for which the Contractor is responsible for the care thereof, through this contract, 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.

7. Assumptions & Risks

Assumptions

For the smooth planning, design and implementation of this project, the following assumptions are being made in relation to the Contractor:

- i. All personnel assigned in the execution of this contract shall not be deemed nor considered as employees of the Client;
- ii. The pre-named members of the contracting team (Event Manager and a minimum of two other Support Staff) shall be available prior and for the duration of the Event and shall be capable of dealing with any eventuality. The pre-appointed persons shall be English speaking;
- iii. The Event Manager's responsibility shall be to oversee and manage the works on behalf of the Contractor and ensure that they are being executed in accordance with the approved terms of reference;
- iv. The staff, workmen and operatives employed by the Contractor and any sub-contractor or agent shall be sufficient in number and each shall have the appropriate qualifications/skills and experience to ensure due progress and satisfactory execution of the works in conformity with the Contract. the Client shall not be liable for, or in respect of, any damages or compensation payable to any workman or other person in the employment of the Contractor, or any subcontractor or any agent. The Contractor shall indemnify and keep indemnified the Client against all such damages and compensation and against all claims, proceedings, damages, costs, charges, and expenses whatsoever thereof or in relation thereto. Without prejudice to the Contractor's obligations in terms of the Contract, the Event Director's instructions to the Contractor to replace any of the Contractor's employed persons who is found hampering the execution of the works is final and without recourse to appeal by the Contractor;
- v. In the case that any service/activity is provided through subcontracting or other arrangements, the Contractor shall act as Lead Contractor and retain sole responsibility for the execution of the contract;
- vi. Failure, on the part of the Contractor, to meet the obligations and standards may lead to the termination of this contract at any time during the execution of the contract:
 - In the event that the Contractor fails to inform the Client of any issues, which may potentially impact the provision of the services, and the Client suffers any loss or damages due to the negative impact on the provision of the services, the Contractor shall indemnify the Client for the loss or damage incurred;
 - The Contract shall be considered as null and void in the event that the Contractor fails to execute the contract within the official opening day and time of the event.
- vii. The Contractor is responsible for ensuring that the employment of its personnel is in accordance with the current legislation.

Risks

Contractors have to take into account the following non-exhaustive list of risks and should propose ways of mitigating them:

- i. Cancellation or change of dates of the event at very short notice due to unexpected circumstances or events;
- ii. Technical issues that could hinder the overall execution of the contract activities;

8. Financial Offer

Price Schedule

The Total Price, for 'EEN Event Management Services' incurred for the requirements listed under the Technical Specifications, inclusive of all taxes (Customs Import Duty, VAT, Levy and other charges or taxes) is _____ (€_____).

The Total Price shall include the price for:

- The supply and laying/installing of all booths as specified in the terms of reference.
- Loading and transporting of material to an authorised dumping site, inclusive of tipping charges.
- Maintenance, upkeep and cleaning of the booth and event area. This includes the cleaning of the:
 - Flooring throughout the event area;
 - Furniture including booths, tables, chairs and emptying of paper bins;
- Any visual production equipment and any related services.
- Any other works and costs involved in the disposal, including any necessary double handling.
- Any additional costs needed to comply with E&H&S and security standards.
- The Global Price shall be inclusive of all works specified, as well as any other works that are indispensable for completing the event in its entirety. The global price shall be inclusive of all materials and payments of customs duty, VAT, eco-contribution, all hire of plant/machinery required, transport of material and so on.
- Payment shall be made in accordance with the terms stipulated in the letter of acceptance and may be suspended if, in the opinion of the Event Director, the work provided does not possess the qualities required under the contract. Payment shall be subject to any deductions to which the Contractor may have become liable under this contract. Any proposals need to be of the quality appropriate and expected for such an international event, and be compatible with the terms of reference. Failing this, the quote may be rejected on technical grounds. In addition to the above, any alternative proposals proposed must be accompanied by photos/specifications and must be of the same price; i.e. **only one global price is to be submitted.**

Additional costs shall be pre-approved in writing by the Event Director, representing Malta Enterprise on site, and will only be paid to the contractor against an invoice originated by the third party supplier

Payments will be effected as follows:

- 10% on commencement of project;
- 40% on the date of setting-up at the venue, and
- 50% one month after end of event.

9. Termination and Disputes

- a. This agreement shall be deemed to be governed by and construed in accordance with Maltese Law
- b. Any dispute, which may arise between parties shall be settled by reference to arbitration in Malta in accordance with the provisions of the Arbitration Act

10. Assignment

- a. The Contractor shall not assign, pledge or transfer this agreement or any of the rights or obligations therein without the prior written consent of the Client.

11. Confidentiality

- a. The Contractor warrants that, while performing the services, it shall not breach any provisions of the laws of Malta which are directly related to the performance of such services. In particular, the Contractor shall abide by all the provisions of law relative to professional secrecy and data protection;
- b. The Parties shall treat as confidential, during as well as after the rendering of the Services any information of a character confidential to the affairs of the other party to which it becomes privy as a direct result of, or incidental to, the carrying out of this contract.

12. Intellectual Property

The Contractor acknowledges and agrees that all Intellectual Property rights (including without limitation copyrights, patents, trade marks, service marks, database rights and rights to extract data, registered and unregistered designs, rights in circuit layouts and semi-conductor topography rights, trade secrets, , applications for any of the foregoing and all other similar rights recognised in any part of the world) in or over the designs/ proposals submitted by the Contractor to the Client shall vest in the same Client from the very moment of submission in the eventuality that these designs/proposals shall be selected by the Client.

If, for any reason whatsoever, the competent courts of law or bodies having the competence to determine such issues, declare the stipulation in the previous clause to be unenforceable, the Contractor hereby assigns to the Client all intellectual property rights as described above in the selected designs / proposals, from the very moment of their submission to the Client, without consideration and bind myself/ourselves to comply with all lawful requirements and directions given to the Contractor by the Client to give effect to this clause.

The Contractor acknowledges and agrees that the awarded proposal, including all relevant data, information, text, drawings and other materials, will become the sole property of the Client and may be used and displayed publicly without limitation and without consideration being due by the Client to the Contractor.

The Contractor hereby warrants that it is legally authorized to bind itself in the manner and to the effect mentioned in the previous clause and that no third party owns or has any claim in the Intellectual Property rights, as described above, over the designs / proposals being submitted by the Contractor to the Client. Without prejudice to the generality of the foregoing, the Contractor warrants that the design work submitted by itself is its own creation and that the work does not include or infringe any third party intellectual property rights.

Without prejudice to any rights of action that may be exercised by the Client, the Contractor hereby indemnifies and holds the Client harmless against any claims and/or actions that may be advanced by third parties in relation to intellectual property (as described above) and/or other rights in the work submitted by the Contractor.

The Contractor acknowledges and agrees that, in the eventuality that the Contractor is awarded the contract by the Client, ownership in all work, designs and/or materials acquired, created, compiled or prepared by the Contractor in the performance of the contract will vest exclusively in the Client from the very day of acquisition, creation, compilation or preparation of the work, designs and/or materials by the Contractor and that upon completion of the contract all such work, designs and/or materials will be delivered to the Client and the Contractor shall not be entitled to retain a copy, or make use of such work, designs and/or materials.

The Contractor acknowledges and agrees that, in the eventuality that the Contractor is awarded the contract by the Client, all Intellectual Property rights (as described above) in or over the work, designs and/or materials delivered to the Client in performance of the contract shall vest in the same Client from the very moment of creation of the work, designs and/or materials and that the Contractor shall not hold any Intellectual Property, or other, rights in or over the said work, designs and/or materials. Furthermore, the Contractor binds itself to comply with all lawful requirements and directions given to it by the Client to give effect to this clause.

The Contractor warrants, and binds itself to ensure, that in the eventuality that the contract is awarded to the Contractor, the work, designs and/or materials that will be delivered by the Contractor to the Client in performance of the contract, will be free of any third party rights, whether of an intellectual property (as described above) nature or otherwise, in or over the said work, designs and/or materials and that the Client shall be free to make use of such work, designs and/or materials in the way it deems fit without the need of obtaining any prior authorizations from the Contractor and/or third parties.

Without prejudice to any rights of action that may be exercised by the Client, the Contractor hereby warrants to indemnify and hold the Client harmless against any claims and/or actions that may be advanced by third parties in relation to intellectual property and/or other rights in the work, designs and/or materials submitted by the Contractor to the Client in performance of the contract in the eventuality that this is awarded to the Contractor.

13. Amendments to the Contract

The contract may be amended as necessary with the mutual consent of both parties. The amendments shall be executed in writing dated and signed by both the Client and the Contractor and attached to the Contract.

Signature _____

Signature _____

Dr. Sue Vella
Chief Executive Officer
Malta Enterprise

Name/Surname
Position
Company Name

Date _____

Date _____