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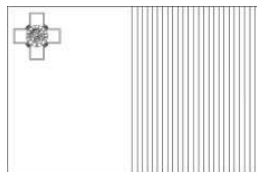
DEPT. REF: OPM/7059/2005/VII

SERVICES TENDER: PROMOTION OF THE SWISS- MALTESE COOPERATION PROGRAMME AND AWARENESS OF ITS ACHIEVEMENTS

Closing Date: 22 November 2013 at 10:00am CET

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This Tender is free of charge



Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

Swiss Agency for Development
and Cooperation SDC

Supported by the Swiss-Maltese Grant

IMPORTANT:

- No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from www.fpd.gov.mt

PROMOTION OF THE SWISS-MALTESE COOPERATION PROGRAMME AND AWARENESS OF ITS ACHIEVEMENTS

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 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 Contracting Authority, whatever its own corresponding conditions may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

The Evaluation Committee shall, after having obtained approval by the Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(b) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for the promotion of the Swiss-Maltese Cooperation Programme and awareness of its achievements.
- 1.3 This is a global-price contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                                                 | DATE             | TIME*    |
|-----------------------------------------------------------------------------------------------------------------|------------------|----------|
| Deadline for request for any additional information from the Contracting Authority                              | 6 November 2013  | 5.15 pm  |
| Last date on which additional information is issued by the Contracting Authority                                | 15 November 2013 | 5.15 pm  |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 22 November 2013 | 10:00 am |

\* All times Central European Time (CET)

### 3. Lots

- 3.1 This tender is not divided into lots, and tenders must bid for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

### 4. Financing

- 4.1 The contract is co-financed by Switzerland and Malta, in accordance with the rules of the Swiss-Maltese Co-operation Programme.
- 4.2 The beneficiary of the financing is the Funds and Programmes Division.

## 5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

## 6. Selection Criteria

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

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

- A list of projects of a similar nature completed having a minimum value of not less than €10,000 per annum.

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.

- The person who has a key role in implementing the contract is referred to as the Project Contact Person. The Project Contact Person proposed in this tender must engage himself/herself exclusively to this tender and must have the following requirements:
  - Ability to communicate in the Maltese and English languages (both written and spoken);
  - Nationality of one of the EU Member States, candidate countries or third countries in accordance with Regulation 64 of LN 296 of 2010.
- A list of the Project Contact Person and support staff proposed for the execution of the contract. Public officers and employees of government agencies and government entities of the beneficiary country cannot be recruited as Project Contact Person, experts or support staff.
- The CV of the Project Contact Person

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of support staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

## **7. Multiple Tenders**

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## **8. Tender Expenses**

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

## **9. Site Inspection**

- 9.1 No clarification meeting/site visit is planned.

## **B. TENDER DOCUMENTS**

### **10. Content of Tender Document**

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
  - Volume 1 Instructions to Tenderers
  - Volume 2
    - Draft Contract

- General Conditions (available online from [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
- Special Conditions

Volume 3 Terms of Reference  
Volume 4 Model Financial Bid

- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

## 11. Explanations/Clarification Notes Concerning Tender Documents

11.1 Tenderers may submit questions in writing to the Contracting Authority through:

- sending an email to [fpd.meaim@gov.mt](mailto:fpd.meaim@gov.mt)
- fax number +356 2200 1141

up to 9 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 3 calendar days before the deadline for submission of tenders.

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Funds and Programmes Division

Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

## 12. Labour Law

12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## 13. Law

13.1 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.

## C. TENDER PREPARATION

### 14. Language of Tenders

14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the



purposes of interpretation of the tender, the English language will prevail.

## 15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “**original**”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “**copy**”.
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Funds and Programmes Division, for verification purposes only should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Funds and Programmes Division, Triq il-Kukkanja, Santa Venera SVR 1411, Malta
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the number of the lot(s) to which the tender refers;
    - (iv) the name of the tenderer.

## 16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

- (a) No bid bond is being requested
- (b) *General / Administrative Information*<sup>(Note 1)</sup>
  - (i) Data of Consortium and Joint Venture (Volume 1 Section 2) (if applicable)
  - (ii) Statement on Conditions of Employment (Volume 1, Section 4)

*Selection Criteria*
- (c) *Financial and Economic Standing*<sup>(Note 1)</sup>
  - (i) No Evidence of economic and financial standing is required
- (d) *Technical Capacity*<sup>(Note 2)</sup>
  - (i) Experience as Contractor (Volume 1, Section 4)
  - (ii) Personnel (Project Contact Person and support staff) to be deployed on the contract (Volume 1, Section 4)
- (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 2)</sup>
  - (i) Tenderer’s Technical Offer in response to specifications/Terms of Reference (Volume 3)
    - Organization & Methodology
    - Rationale
    - Strategy
    - Timetable of Activities
  - (ii) Samples (Volume 1, Section 4)
- (f) *Financial Offer/Bill of Quantities*<sup>(Note 2)</sup>
  - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;
  - (ii) A financial bid in the form provided in Volume 4.

### Notes to Clause 16.1:

1. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete

*documentation, and/or submit any missing documents within two working days from notification.*

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

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

## **17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a **separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, except for revision of prices due to Cost of Living Adjustment (COLA) or otherwise provided for in the Special Conditions.

## **18. Currencies of Tender and Payments**

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of services by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

## **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must

be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.

- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

## 20. Tender Guarantee (Bid Bond)

- 20.1 No tender guarantee (bid bond) is required.

## 21. Variant Solutions

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

## 22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

## D. SUBMISSION OF TENDERS

### 23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in the Department’s tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**Funds and Programmes Division**  
**Parliamentary Secretariat for the EU Presidency 2017 and EU Funds**  
**Triq il-Kukkanja**  
**Santa Venera**  
**SVR1411**  
**Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

## **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## **25. Late Tenders**

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **26. Alterations and Withdrawal of Tenders**

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Funds and Programme Division, Triq il-Kukkanja, Santa Venera SVR1411, Malta by the Tender Opening Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the reception of the Funds and Programmes Division.
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

### **28. Secrecy of the Procedure**

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/ Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## 29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Evaluation Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

## 30. Tender Evaluation Process

- 30.1 The following should be read in conjunction with Clause 27.

### 30.2 Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b) and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

### 30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

*(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

*(ii) Selection Criteria*

- Evidence of technical capacity (sub-Clause 6.1.2)

### 30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. The financial evaluation will have to identify the best financial offer.

## 31. Correction of Arithmetical Errors

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - (b) where there is a discrepancy between a unit price and the total amount derived from

the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

### **32. Criteria for Award**

- 32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

### **33. Right of the Contracting Authority to accept or reject any Tender**

- 33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.
- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender 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 tenders exceed the financial resources available;
  - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest;
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Evaluation Committee shall be published on the Notice Board of

the Funds and Programmes Division, at Triq il-Kukkanja, Santa Venera SVR 1411 as well as on the Division's website.

### **35. Contract Signing and Performance Guarantee**

- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- The tenderer whose tender has been evaluated as **second cheapest** may be recommended for award, and so on and so forth.
- 35.5 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

### **36. Commencement of Services**

- 36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified at Article 18 of the Special Conditions.
- 36.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could,

owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

## **38. Data Protection and Freedom of Information**

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

## **39. Gender Equality**

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organisation chart of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words



importing one gender shall also include the other gender.

# VOLUME 1 SECTION 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION - if applicable - submitted)

Publication reference: .....

Promotion of the Swiss-Maltese Cooperation Programme and Awareness of its achievements

<File Reference Number>

|                                               |                                                                   |                    |                                                   |
|-----------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b>In case of a Joint Venture/Consortium:</b> |                                                                   | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| <b>Name(s) of Leader/Partner(s)</b>           |                                                                   |                    |                                                   |
| <b>Leader<sup>1</sup></b>                     |                                                                   |                    |                                                   |
| <b>Partner<sup>1</sup></b>                    |                                                                   |                    |                                                   |
| <b>Etc ...</b>                                |                                                                   |                    |                                                   |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

| Service intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar services (details to be specified) |
|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|

1

2

(.)

3. The maximum amount of sub-contracting must not exceed 40 % of the total contract value. The main contractor must have the ability to carry out at least 60 % of the contract works by his own means.

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |

|        |  |
|--------|--|
|        |  |
| E-mail |  |

## C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:  
  
**Promotion of the Swiss-Maltese Cooperation Programme and Awareness of its achievements**
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:
- 4 This tender is valid for a period of **150** days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and **[as partner in the consortium led by < name of the leader / ourselves > ]** for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. **[We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].** We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose a Project Contact Person who has been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) **General Information** <sup>(Note 1)</sup>

- Data on Joint Venture/Consortium (if applicable) (Volume 1 Section 7)
- Statement on Conditions of Employment (Volume 1 Section 7)

**Selection Criteria** <sup>(Note 1)</sup>

(b) **Financial and Economic Standing** <sup>(Note 2)</sup>

No Evidence of economic and financial standing is required

(c) **Technical Capacity** <sup>(Note 2)</sup>

- Experience as Contractor (Volume 1 Section 4)
- Personnel (Project Contact Person) to be employed on contract (Volume 1 Section 4)

(d) **Evaluation Criteria/Technical Specifications** <sup>(Note 2)</sup>

- Tenderer's Technical Offer
- List of Samples
- Quality Assurance System/s (Volume 1 Section 7)

(e) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 2)</sup>

**Notes:**

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol ○*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

12 I acknowledge that the Contracting Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

13 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of tenderer: \_\_\_\_\_

Duly authorised to sign this  
tender on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
(if applicable) \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the Director of Contracts has invited tenders for ..... , and  
whereas Messrs ..... [Name of tenderer]  
(hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we  
..... [Name of Bank], hereby guarantee to pay you on your first demand in  
writing a maximum sum of ..... Euro (€.....) in case the  
Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the  
Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether  
such demand is justified.

This guarantee is valid for a period of one hundred and fifty (150) days from the closing date of submission of  
tenders, and expires on the ..... Unless it is extended by us or returned to us for  
cancellation before that date, any demand made by you for payment must be received at this office in writing  
not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee  
being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this  
guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall  
terminate.

Yours faithfully,

.....  
Bank Manager

.....  
Date

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions including wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.
2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.
3. The sub-contractor/s agree to all the conditions listed in this statement.
4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.
5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.
6. It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
7. It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.
8. It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.
9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.
10. A list of the minimum hourly workers' costs involving the provision of the employees' services in this tender is being attached.

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## 2. Experience as Contractor

A list of projects of a similar nature completed having a minimum value of not less than €10,000:

| Description of Services | Total Value of Services | Period of Execution | Client*/<br>Contracting Authority* |
|-------------------------|-------------------------|---------------------|------------------------------------|
|-------------------------|-------------------------|---------------------|------------------------------------|

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....



### 3. Project Contact Person and Support Staff

*(to be modelled on the tender 's particular requirements)*

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the support staff proposed by requesting CVs during the evaluation stage. The Project Contact Person shall submit a CV and a filled-in Statement of Exclusivity and Availability with the tender (specimen as per Volume 1 Section 4 Form 3.1Error! Reference source not found.).

| Name of Contact Person | Proposed Position | Nationality | Age | Educational Background | Specialist Area of Knowledge | Years of Experience | Languages and Degree of Fluency (VG; G; W) |
|------------------------|-------------------|-------------|-----|------------------------|------------------------------|---------------------|--------------------------------------------|
|------------------------|-------------------|-------------|-----|------------------------|------------------------------|---------------------|--------------------------------------------|

| Name of Support Staff | Proposed Position | Nationality | Age | Educational Background | Specialist Area of Knowledge | Years of Experience | Languages and Degree of Fluency (VG; G; W) |
|-----------------------|-------------------|-------------|-----|------------------------|------------------------------|---------------------|--------------------------------------------|
|-----------------------|-------------------|-------------|-----|------------------------|------------------------------|---------------------|--------------------------------------------|

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

### 3.1. Statement on Exclusivity and Availability

#### TO BE COMPLETED BY PROJECT CONTACT PERSON

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer

..... [name of *tenderer*]

in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

| From                           | To                           |
|--------------------------------|------------------------------|
| .....<br>< start of period 1 > | .....<br>< end of period 1 > |
| .....<br>< start of period 2 > | .....<br>< end of period 2 > |
| < etc >                        | < etc >                      |

I confirm that during the above period(s) I am not engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this tender.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Project Contact Person: .....

Signature: .....

Date: .....

## 4. List of Samples

### 1. List of samples to be submitted with the tender:

| Item | Description | Reference in Technical Specifications |
|------|-------------|---------------------------------------|
| 1.1  |             |                                       |
| 1.2  |             |                                       |
| 1.3  |             |                                       |
| 1.4  |             |                                       |
| 1.5  |             |                                       |
| 1.6  |             |                                       |
| 1.7  |             |                                       |
| 1.8  |             |                                       |
| 1.9  |             |                                       |

Signature: .....  
(the person or persons authorised to sign on behalf of the tenderer)

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

**Beneficiary Country:** The Maltese Islands.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Cash Flow Forecast:** The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

**Contracting Authority:** means the Funds and Programmes Division.

**Commission:** The European Commission.

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

**Contract Value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contracting Authority:** means the final beneficiary of the contract.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

**Drawings:** Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

**EC:** The European Community.

**EU:** The European Union.

**Evaluation Committee:** a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Fee-Based Contract:** A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

**Final Beneficiary:** The Final Beneficiary is the Funds and Programmes Division.

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**Global Price Contract:** A contract under which the services are performed for an all-inclusive fixed price.

**In writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Project Manager which modifies the works.

**Month:** Calendar month.

**National currency:** The currency of the country of the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Project:** The project in relation to which the services are to be provided under the contract.

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Public Service:** Government Ministries and Departments.

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

**Tender document/s:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Terms of Reference:** The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.

## VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

The procedure for the submission of separate packages in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.  
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

## VOLUME 1 SECTION 7 - QUESTIONNAIRE

### Form 1 - Power of Attorney

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....



**Form 2 - Data on Joint Venture/Consortium (Where applicable)**

1 Name .....

2 Managing Board's Contact Details Address: .....  
.....  
Telephone: ..... Fax: .....  
Email: .....

3 Agency in the state of the Contracting Authority, if any  
*(in the case of a Joint Venture/Consortium with a foreign lead partner)* Address: .....  
.....  
Telephone: ..... Fax: .....  
Email: .....

4 Names of Partners  
(i) .....  
(ii) .....  
(iii) .....  
(iv) .....

5 Name of Lead Partner .....

6 Agreement governing the formation of the Joint Venture/Consortium  
*(Enclose Joint Venture/ Consortium Agreement)*  
Place of Signature: ..... Date of Signature: .....

7 Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each\*  
\* The company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means  
.....% .....%  
.....% .....%

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*  
Date: .....

### Form 3 - Sub-Contracting

If the tenderer plans to sub-contract part of the works, he must provide the following details:

| Service/s intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost | Experience in similar services (details to be specified) |
|-----------------------------------------|-------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|-----------------------------------------|-------------------------------------|----------------------------------------------------------|----------------------------------------------------------|

Signature: .....  
(the person or persons authorised to sign on behalf of the tenderer)

Date: .....



## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]

Project: ..... [Title and Number]

Contract Number: ..... [Contract Number]

This contract is concluded between:

**Funds and Programmes Division**

**Ministry for European Affairs and the Implementation of the Electoral Manifesto**

**Triq il-Kukkanja**

**Santa Venera**

**SVR1411**

**Malta**

(hereinafter called “The Contracting Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]

[Address]

(hereinafter called “The Contractor”) on the other part,

**[Contract Title]**

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

**It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. 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) the Special Conditions,
  - (c) the General Conditions,
  - (d) the Terms of Reference,
  - (e) the Contractor’s technical offer (Organization & Methodology) (including any clarifications made during adjudication),
  - (f) the Financial Offer (after arithmetical corrections)/breakdown,
  - (g) the Tender Form,
  - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
- Contract price (*inclusive of duties, VAT, other taxes and any discounts*):  
€.....
  - Contract price in words:..... Euro
- 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. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).
5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.
7. The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

Done in English in three originals: one for the Contracting Authority, one for the Contractor, and one for the Contractor.

**Contracting Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.03) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

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.

## VOLUME 2 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.

### *Article 2: Notices and Written Communications*

- 2.2 Any written communication relating to this Contract between the Contracting Authority and the Contractor must state the Contract title and identification number, and must be sent by post, or by hand to the address identified in accordance with article 23.1 of the Instructions to Tenderers.

### *Article 5: Supply of Information*

- 5.1 Further to the provisions of the General Conditions, the Contracting Authority will provide the contractor with images and information.

### *Article 6: Assistance with Local Regulations*

- 6.1 As per General Conditions.

### *Article 7: Obligations of the Contractor*

- 7.8 As per General Conditions.

- 7.9 The Contractor must:

- Satisfactorily complete ALL the activities listed in the Terms of Reference of this Tender;
- Adhere to the specifications, regulations and guidelines in this Tender;
- Ensure that the specific objective and results are reached in a consistent and timely manner;
- Observe the defined timeframes and plan its schedule in accordance with these dates and deadlines;
- Be present during any possible events/activities/meetings organised under and related to this Tender.

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

- 14.3 All artworks and designs created and produced by the Contractor will become property of the NCU, including their copyright. The final designs are to be submitted for the NCU's approval in electronic format (e.g. via email or on USB).

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

- 15.1 The scope of the services is defined in Volume 3 (Terms of Reference).

### *Article 16: Personnel and Equipment*

- 16.3 As per General Conditions.

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

- 18.1 The intended commencement date will be the date of final signature of the contract unless otherwise stated in the contract or agreed between the contracting parties and, shall be specified by an Administrative Order issued by the Contracting Authority.

The campaign is to be executed within a maximum of twelve (12) weeks from the date of the kick-off meeting.

The contract performance period is twelve (12) weeks.

**Article 20: Amendment of the Contract**

20.2 As per General Conditions.

**Article 24: Interim and Final Progress Reports**

24.1 The Contractor shall submit management reports as specified in Article 7 of Volume 3 Section 1 Terms of Reference

24.2 Invoices are to be submitted to the Contracting Authority within six (6) working days of the approval by the Contracting Authority of each respective report or deliverable as indicated in the payment schedule under Article 26.1 below.

**Article 26: Payments and Interest on Late Payment**

26.1 This is a global-price contract.

Payments due from the Contracting Authority shall be made into the bank account notified by the Contractor in accordance with Article 20.7 of the General Conditions.

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 (%) |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 <sup>st</sup> payment | Following approval of Inception Report (Workflow)                                                                          | 10%            |
| 2 <sup>nd</sup> payment | Following approval of designs of the items listed in Phase A and confirmed bookings of advertising space listed in Phase B | 30%            |
| Final payment           | Upon successful completion of the campaign and approval of final report                                                    | 60%            |
| <b>TOTAL</b>            |                                                                                                                            | <b>100%</b>    |

26.2 In Sub-Article 26.2 of the General Conditions, the term '30 calendar days' shall be substituted to that of '45 calendar days'

**Article 39: Further Additional Clauses**

The final product is subject to the approval of the National Co-ordination Unit (NCU).



## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Funds and Programmes Division  
Ministry for EU Affairs and Implementation of the Electoral Manifesto  
Triq il-Kukkanja,  
Santa Venera, SVR 1411

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [File Reference], whereby the contractor undertook the [promotion of the Swiss-Maltese Cooperation Programme and awareness of its achievements] in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

## VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

### 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. Background Information

#### 1.1 - Beneficiary Country

Malta

#### 1.2 - Contracting Authority

Funds and Programmes Division, Office of the Parliamentary Secretary for the EU Presidency 2017 and EU Funds within the Ministry for European Affairs and Implementation of the Electoral Manifesto

#### 1.3 - Relevant Country Background

One of the main functions of the Funds and Programmes Division (FPD) which was established in June 2011 is to act as the National Co-ordination Unit for the Swiss-Maltese Cooperation Programme. The Directorate within FPD which is responsible for the Swiss-Maltese Cooperation Programme is the Programmes and Projects Directorate.

The Council of the European Union authorised the European Commission in April 2003 to negotiate with Switzerland on a financial contribution to reduce economic and social disparities in the enlarged EU. Negotiations on the technical details of this contribution led to a Memorandum of Understanding setting out the framework for the allocation of the Swiss contribution and the sectors to be prioritised. This Memorandum of Understanding between Switzerland and the EU was signed on 26 September 2006.

Through the Swiss Contribution funding programme, Switzerland is participating in the reduction of economic and social disparities within the enlarged European Union. Malta is a Swiss Contribution beneficiary, together with the other member states which joined the EU on 1 May 2004.

#### *The Swiss-Maltese Co-operation Programme*

Immediately after the agreement between Switzerland and the EU, Malta took up contact with the Swiss authorities to initiate discussions on the Bilateral Framework Agreement between Malta and Switzerland.

Following meetings held on 5 February 2007 and on 3 July 2007 in Malta between the Swiss Federal Department of Foreign Affairs, the Swiss Agency for Development and Cooperation and Malta, agreement was reached on a Bilateral Framework concerning the implementation of the Swiss-Maltese Cooperation Programme. The Agreement was signed in December 2007, enabling implementation to commence. The commitment period is 5 years, ending on 13 June 2012.

The total allocation committed by Switzerland for Malta is CHF 4.994 million (approx. €4.16 million). An individual project approach has been applied to implement stand-alone projects. In line with the Bilateral Framework Agreement, the Swiss Contribution may not exceed 60% of the total eligible costs of a project, except in the case of projects receiving additional financing in the form of budget allocations from national or local authorities, in which case the Swiss Contribution may not exceed

85% of the total eligible costs.

Malta is using the Swiss Contribution to implement two projects with a thematic focus on Human and Social Development. The projects are entitled:

- **Establishing Positron Emission Tomography / Computed Tomography (PET / CT) scanning in the Maltese Islands; and**
- **Support to the Mediterranean Academy of Diplomatic Studies (MEDAC)**

Switzerland is also contributing CHF 50,000 in technical assistance for the Maltese administration of the Programme.

#### *Current State of Implementation of the Swiss-Maltese Cooperation Programme*

Implementation of the two projects is steadily ongoing. The approval process for the two project proposals was completed in 2010, making Malta one of the first to enter the implementation phase.

The Swiss-Maltese Cooperation Programme is providing the funding needed to purchase a PET/CT scanner for Mater Dei Hospital. Readily deployable, this equipment will improve Malta's cancer screening and patient management capabilities. This is the first time the residents of Malta will have the benefits of a PET/CT scanner on the National Health Service in their own country. The Oncology Institute of Southern Switzerland (IOSI) in Bellinzona assisted Mater Dei Hospital to elaborate the detailed specifications for the most suitable PET/CT scanner. It has also provided training to the hospital staff in order to ensure that the equipment is used properly.

Although there was an initial delay in the PET/CT scanner procurement procedure, implementation is now well under way. As the supply contracts were signed in March 2012, the National Co-ordination Unit (NCU) secured the approval of the Swiss authorities for an extension of 11 months to the implementation period end date, i.e. from 30 June 2012 to 31 May 2013.

The Swiss-Maltese Cooperation Programme is also co-financing around sixty (60) scholarships over a period of 4 academic years for prospective diplomats wishing to study at the University of Malta's Mediterranean Academy of Diplomatic Studies (MEDAC). By helping to train diplomats principally from the Mediterranean region and by establishing an alumni network, cooperation between Mediterranean countries becomes deeper and more intense.

Since the Executing Agencies are the organisations responsible for project implementation, they have entered into Implementation Agreements with the NCU.

All the funds are committed. As at 24 April 2013 a total of CHF 2.35 million had been disbursed, equivalent to 40% of the Programme.

#### **1.4 - Communicating achievements under the Swiss-Maltese Cooperation Programme**

Effective communication can demonstrate the impact of the Swiss-Maltese Cooperation Programme and therefore it is essential that results and achievements are communicated as widely as possible.

At Programme level, the responsibility to generate awareness about the Swiss Contribution among the Maltese public lies with the Funds and Programmes Division (FPD) acting as the National Co-ordination Unit (NCU). The NCU follows the publicity and information requirements specified in the Framework Agreement between the Swiss Federal Council and the Republic of Malta concerning the implementation of the Swiss-Maltese Cooperation Programme.

The NCU already publicises the Swiss-Maltese Cooperation Programme through its website - <https://secure2.gov.mt/fpd/home?l=1> - which also provides a link to the Swiss Agency for Development and Cooperation<sup>1</sup> (SDC) website. The site provides information on the Programme, including a list of projects, annual reports and minutes of annual meetings, guidelines and procedures which are however more of a technical nature rather than targeted at the general public.

<sup>1</sup> Switzerland's international cooperation agency within the Federal Department of Foreign Affairs (FDFA)

The aim of this tender is therefore to develop a publicity campaign aimed at the general public. The campaign is intended to raise awareness the Programme and of its achievements and to build up a positive perception of the Programme as being beneficial to both current and future generations. This tender shall seek to achieve this through a number of measures as described below.

## **2. Contract Objectives and Expected Results**

### **2.1 - Overall Objectives**

To promote the Swiss-Maltese Cooperation Programme and heighten awareness of its achievements

### **2.2 - Specific Objectives**

To provide information and raise awareness of operations being carried out by the Swiss-Maltese Cooperation Programme among the general public through a publicity campaign

### **2.3 - Results to be achieved by the Contract Holder**

1. A (i) billboard (ii) half-page print adverts and (iii) electronic advert [leader board] aimed at promoting the focus areas targeted through the Swiss-Maltese Cooperation Programme designed;
2. A 30-second radio information spot produced;
3. Advertising space procured and billboards erected at 3 MEPA-permitted sites in Malta and 1 in Gozo;
4. Advertising space procured and the print adverts published in selected magazines;
5. Advertising space procured and the electronic advert displayed in selected news websites;
6. Air time on PBS national radio stations purchased and the radio information spot broadcast for 56 days.

## **3. Assumptions and Risks**

### **3.1 - Underlying Assumptions**

For the smooth planning, design and implementation of this contract, the following assumptions are being made in relation to the Contract Holder:

- Completion of tasks within schedule and within budget;
- Provision of a high quality service that complies with the requirements of these terms of reference in a timely manner;
- Ensuring that enough resources are mobilised as necessary to carry out the work within the stipulated time;
- Handling and solving possible problems or controversial situations that may arise in the course of implementation;
- Consultation, full co-operation and sufficient support to the National Co-ordination Unit and other third parties;
- Given that there may be exchange of sensitive information, the Contract Holder must ensure full confidentiality and exercise discretion at all times, particularly with members of the public or the press.

### **3.2 - Risks**

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

- Amendments to/change in the specifications requested under Section 4.2.2 below;
- Temporary suspension of activities required by the Contracting Authority;
- Technical issues that could hinder the overall execution of the contract activities.

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

**4.1 - General**

**4.1.1 Project Description**

This tender envisages a means of making the general public more familiar with the Swiss-Maltese Cooperation Programme and its outcomes through the publicity media identified in section 4.2 below.

While the Contract Holder would be expected to comply with the Visual Identity requirements as set out in the NCU’s Publicity Guideline, it is expected to come up with a fresh, intuitive and innovative proposal to capture the general public’s interest and promote understanding.

More details on the specific requirements are listed in section 4.2 below.

**4.1.2 Geographical Area to be covered**

Malta and Gozo

**4.1.3 Target Groups**

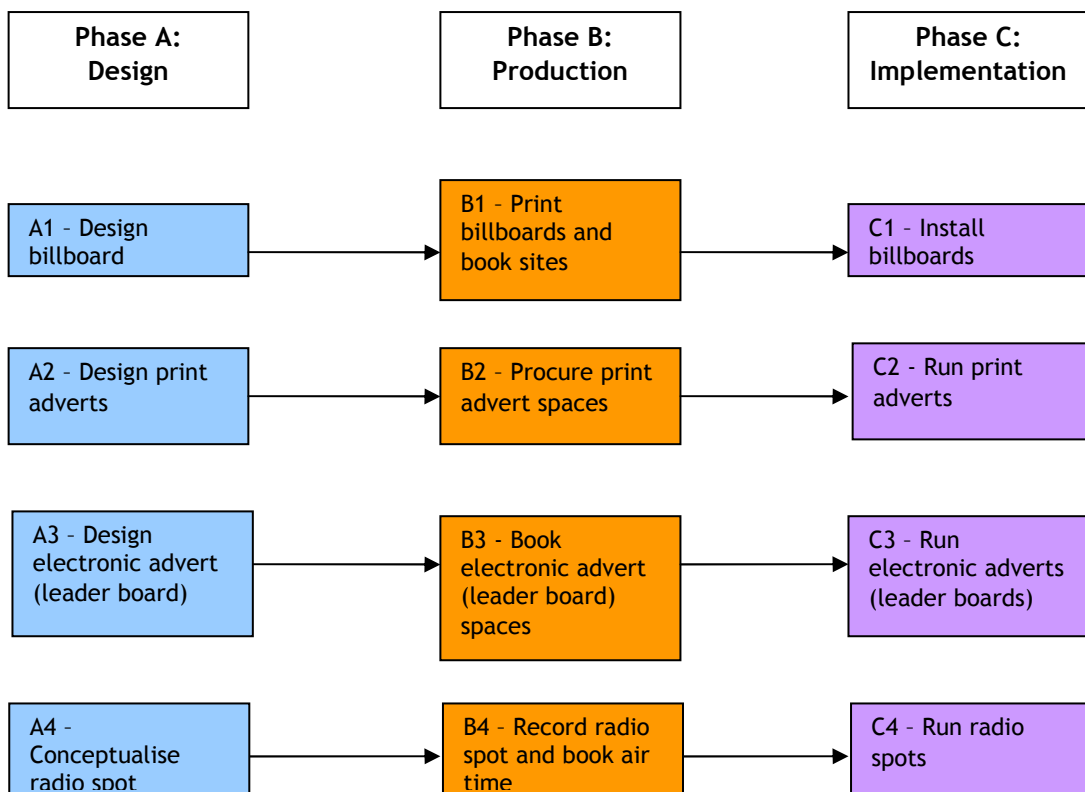
The general public

**4.2 - Specific Activities**

The contract is divided into three phases which follow each other in the order being presented hereunder:

- (A) Design
- (B) Production
- (C) Implementation

The logical flow of the three phases and the respective tasks, together with their inter-dependence is summarised in the diagram hereunder:



#### 4.2.1 Phase A: Design

Phase A of the contract envisages artistic input in the creation of billboards and a number of adverts in different formats. **At the tender stage, a bidder is to submit two (2) concept designs for each of the items A1, A2 and A3.** Upon award of the contract, the National Co-ordination Unit (NCU) will choose one of the two designs as the branding and look of the campaign. The NCU reserves the right to request some changes or fine-tuning to the selected design. **All designs listed in the tasks below need to receive the NCU’s approval prior to finalisation.** Details of the specific tasks are found in the table hereunder.

| Phase A: Design                 | Units | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.1 - Design billboard</b>   | 1     | <p>The Contract Holder will be required to design a billboard measuring 3000mm (H) by 6000mm (W) carrying images and text as provided by the NCU.</p> <p>The billboard will display a photo montage with a focus on the provision of high quality PET/CT scanning facilities and on Malta’s role as a centre of excellence for confidence building in the Mediterranean.</p> <p>The billboard is to include the photo montage, the focus area titles, the amount (actual or in percentage terms) of Swiss Contribution to co-finance the Programme and the logo of the Swiss-Maltese Grant. Photos of the above-mentioned subjects will be provided by the NCU. Any other visual or textual information may be added by the NCU following the submission of the first draft designs. No additional costs are to be incurred through such modifications.</p> <p>The designs are to also include the requirements as specified in the Publicity Guideline drawn up by the NCU at Annex A of this document.</p> <p>Additionally, the design must incorporate a QR code to access the website <a href="http://www.swiss-contribution.gov.mt">www.swiss-contribution.gov.mt</a>. The QR code must be clearly visible while being in proportion to all the other features in the billboard design.</p> <p>Designs must be produced in high resolution (not less than 300dpi) and in full colour in order to allow printing as specified in B1 below.</p> |
| <b>A2 - Design print advert</b> | 2     | <p>The Contract Holder will be required to design one advert in two languages: English and Maltese. The design should be attractive and inspirational, whose message is easily comprehensible. It should also complement the billboard’s design (above) so as to create a cohesive branding image.</p> <p>Apart from the compulsory requirements specified at Annex A, the design should include:</p> <ul style="list-style-type: none"> <li>• The images featured in the billboard design;</li> <li>• The website address <a href="http://www.swiss-contribution.gov.mt">www.swiss-contribution.gov.mt</a></li> </ul> <p>Any other visual or textual information may be added by the NCU following the submission of the first draft designs. No additional costs are to be incurred as a result of such modifications.</p> <p>It is the Contract Holder’s responsibility to guide the NCU as to the more effective layout of the advert (vertical or horizontal) on the basis of sound market research and the Contract Holder’s own experience, and design the print adverts accordingly. The NCU’s</p>                                                                                                                                                                                                                                                                                                                                         |

|                                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     |   | <p>decision on vertical or horizontal advert layout will be final.</p> <p>Designs must be produced in high resolution full colour, CMYK colour space, in order to allow printing as specified in B2 below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>A3 - Design electronic advert (leader board)</b> | 2 | <p>The Contract Holder will be required to design one advert in two languages: English and Maltese. The electronic advert should complement the billboard and print advert designs described in A1 and A2 above, and should have at least 3 revolving images (gif). The last image should comprise of the Swiss-Maltese Grant logo as described in Annex A of this document.</p> <p>The design of the electronic advert should allow browsers to click on the image(s) and be re-directed to <a href="http://www.swiss-contribution.gov.mt">www.swiss-contribution.gov.mt</a>.</p> <p>The designs must be produced in high resolution full colour, RGB colour space, in the dimensions listed in the B3 below.</p> |
| <b>A4 - Conceptualise radio spot</b>                | 1 | <p>The Contract Holder will be required to propose a concept and the script for a radio information spot. The spot shall be a maximum 30 seconds long, inclusive of designated background music and voice over and shall be in the Maltese language.</p> <p>The script/contents of the radio spot - which must include a tagline making reference to the Swiss-Maltese Grant - need to have the approval of the NCU before being recorded for eventual broadcasting on national radio.</p>                                                                                                                                                                                                                         |

#### 4.2.2 Phase B: Production

Phase B of the contract envisages input in the form of printing, recording and logistics (booking of advert space, billboard sites and radio air time). **Printing, recording and procurement of advert spaces and billboard sites may only proceed once designs described in Phase A are approved by the NCU.** Details of the specific tasks are found in the table hereunder.

| Phase B: Production                            | Units | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>B1 - Print billboards and reserve sites</b> | 4     | <p>The billboard design created in A1 above is to be reproduced on suitable, weatherproof material having a print area of 3000mm (H) x 6000mm (W).</p> <p>The Contract Holder is required to reserve four MEPA-permitted billboard sites along main traffic arteries: <b>three</b> in Malta and <b>one</b> in Gozo. The preferred Malta sites are Marsa (Aldo Moro Road area), Birkirkara By-pass, Coast Road or St Paul's Bay By-pass. The preferred Gozo site is along the main road to Victoria.</p> <p>The billboard sites should be reserved for 30 consecutive calendar days (week 7 to week 10).</p> |
| <b>B2 - Procure print advert space</b>         | 6     | <p>The Contract Holder will be required to book advertising space on selected local magazines for a half page advert on standard pages. In this context, 'standard pages' means non-feature or special pages within the selected magazines. The space booked will depend on the layout decided upon as per A2 above.</p> <p>The adverts are to appear on the first available publication date following the erection of the billboards.</p> <p>The magazines and respective advert sizes are listed hereunder:</p>                                                                                          |

| Magazine                                                                                                     | Half Page Vertical                | Half Page Horizontal              |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|
| <b>First</b> ( <i>distributed with The Malta Independent on Sunday</i> )                                     | 285mm (H) x 95mm (W) + no bleed   | 140mm (H) x 195mm (W) + no bleed  |
| <b>Sunday Circle</b> ( <i>distributed with The Sunday Times</i> )                                            | Bleed area: 290mm (H) x 120mm (W) | Bleed area: 140mm (H) x 240mm (W) |
| <b>The Economic Update</b> ( <i>distributed with The Times every 2<sup>nd</sup> Wednesday of the month</i> ) | 250mm (H) x 90mm (W)              | 120mm (H) x 190mm (W)             |
| <b>Muzajk</b> ( <i>distributed with It-Torca</i> )                                                           | 280mm (H) x 90mm (W)              | 130mm (H) x 195mm (W)             |
| <b>Vida</b> ( <i>distributed independently to all households in Malta and Gozo</i> )                         | 247mm (H) x 93mm (W)              | 120mm (H) x 190mm (W)             |
| <b>Tune In</b> ( <i>distributed with The Sunday Times every last Sunday of the month</i> )                   | 235mm (H) x 87.5mm (W)            | 115 mm (H) x 180 mm (W)           |

While every care has been taken to provide the exact dimensions as published by the respective magazine sales teams, it is the Contract Holder's responsibility to verify such dimensions prior to finalising the design.

B3 - Book electronic advert (leader board) space

6 The Contract Holder will also be required to book advertising space on the following online-news websites for a leader board advert on the home/front page with a 10% occupancy rate. The adverts are to run for 2 weeks, from the start of week 3 from the installation of the billboards. The online-news websites and respective advert sizes are listed hereunder:

| Online-news websites                                               | Dimensions - pixels | Maximum size (KB) | Format                                       |
|--------------------------------------------------------------------|---------------------|-------------------|----------------------------------------------|
| <a href="http://www.timesofmalta.com">www.timesofmalta.com</a>     | 728(W) x 90(H)      | ≤50KB             | .gif, .animated .gif, .swf, .jpg             |
| <a href="http://www.maltatoday.com.mt">www.maltatoday.com.mt</a>   | 728(W) x 90(H)      | ≤70KB             | .fla (with embedded fonts), .jpg, .gif, .swf |
| <a href="http://www.maltarightnow.com">www.maltarightnow.com</a> * | 768(W) x 60(H)      | ≤60KB             | .gif                                         |
| <a href="http://www.di-ve.com">www.di-ve.com</a>                   | 728(W) x 90(H)      | ≤50KB             | .gif, animated .gif, .swf, .jpg              |
| <a href="http://www.independent.com.mt">www.independent.com.mt</a> | 350(W) x 60(H)      | ≤50KB             | .gif, animated .gif or .jpg                  |
| <a href="http://www.inewsmalta.com">www.inewsmalta.com</a> *       | 728(W) x 90(H)      | n/a               | gif, animated .gif, .swf, .jpg               |

NB: The Contract Holder is to note that the websites marked with an \* asterisk are in Maltese and the advert should therefore also be in Maltese.



|                                                 |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 |   | While every care has been taken to provide the exact dimensions as published by the respective website sales teams, it is the Contract Holder's responsibility to verify the exact dimensions and technical requirements prior to finalising the design.                                                                                                                                                                                                                                |
| <b>B4 - Record radio spot and book air time</b> | 1 | <p>The Contract Holder is to record the radio spot (A4) in the Maltese language. It is to run for 56 consecutive calendar days from the start of week 5 to the end of week 12.</p> <p>The spot is to be aired two times a day: daily, before the mid-morning (breakfast show - morning show bridge) and mid-afternoon (drive-time) news slots, for 56 days as described above. The adverts are to be aired on PBS national radio stations (<i>Radju Malta</i> and <i>Magic FM</i>).</p> |

#### 4.2.3 Phase C: Implementation

The last phase of the contract, Phase C requires sound logistical skills in event planning and management. Details of the specific tasks are found in the table hereunder.

| Phase (C): Implementation                          | Units | Description                                                                                                                                                                                                                                             |
|----------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C1 - Install billboards</b>                     | 4     | <p>The Contract Holder is required to install the four billboards at the sites as specified in B1 above.</p> <p>The billboards are to remain in place for 30 consecutive calendar days, after which the Contract Holder is required to remove them.</p> |
| <b>C2 - Run print adverts</b>                      | 6     | Following the installation of the billboards, the Contract Holder is to ensure the running of the print adverts as described in B2 above. Adverts are to appear on the first available publication date following the installation of the billboards.   |
| <b>C3 - Run electronic adverts (leader boards)</b> | 6     | At the start of week 3 from the installation of the billboards, the Contract Holder is to ensure the running of the electronic adverts as described in B3 above.                                                                                        |
| <b>C4 - Run radio spots</b>                        | 224   | The Contract Holder is to ensure the running of the radio spots as described in B4 above from the beginning of week 5.                                                                                                                                  |

#### 4.2.4 Auxiliary Requirements

Other requirements to be met by the contractor in order to support the specific activities identified under 4.2.1 to 4.2.3 above are listed below:

1. The Contract Holder is requested to produce an action time-schedule to support and implement all the activities;
2. All artworks and designs, in both electronic and physical formats, will become property of the NCU once the contract is concluded;
3. The NCU will provide the Contract Holder with textual contents and images as necessary. No amendments/manipulations of this content will be allowed without the written consent of the NCU. The Contract Holder will also be requested, if the need arises, to acquire relevant graphics and photographs to be included within designs as part of the contract. All artworks will require the NCU's proof-reading and written consent prior to publication. Copyright is retained by the NCU;
4. Unless otherwise indicated under Section 4.2.2 above, the NCU will advise the Contract Holder on the language to be used prior to the finalisation of designs.

### 4.3 - Project Coordination

#### 4.3.1 Responsible Body

The body responsible for managing the contract is the Funds and Programmes Division within the Office of the Parliamentary Secretary for the EU Presidency 2017 and EU Funds in the Ministry for European Affairs and Implementation of the Electoral Manifesto, in its capacity as the National Coordination Unit (NCU).

The interlocutor for the Contract Holder on the side of the NCU shall be introduced during the kick-off meeting. The interlocutor may nominate a representative, if necessary.

#### 4.3.2 Management Structure

The Contract Holder will identify a contact person to liaise with the NCU. On the Contracting Authority's side, the day-to-day interlocutor will be as per 4.3.1 above.

Meetings between the Contract Holder and the NCU may be called by either of the parties to the contract, at any point of implementation, with a view to ensuring the smooth running of the project.

## 5. Logistics and Timing

### 5.1 - Location

The campaign is planned to run as described in Section 4.2 above.

### 5.2 - Commencement Date and Period of Execution

The intended commencement date will be the date of final signature of the contract unless otherwise stated in the contract or agreed between the contracting parties and, shall be specified by an Administrative Order issued by the Contracting Authority as stipulated in Article 18 of the Special Conditions.

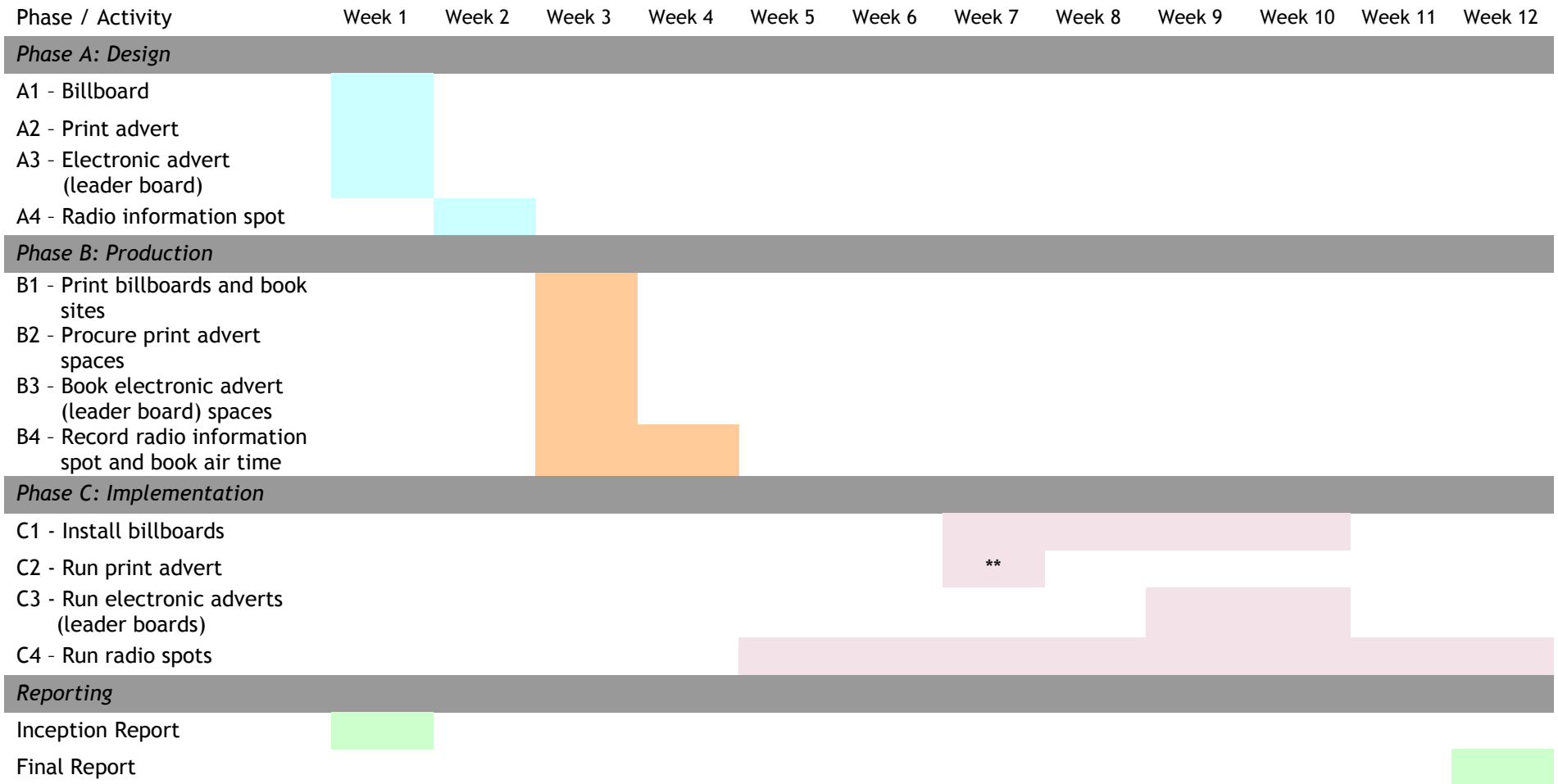
Allowing for any unexpected delays and reporting requirements, the contract, in terms of deliverables related to design, production and implementation of the media campaign is expected to be executed within a maximum of twelve (12) weeks from the date of the kick-off meeting.

While delays may be encountered, all effort must be made to ensure that timeframes are strictly adhered to. Unless otherwise indicated by the NCU, no extensions are possible under this contract.

The indicative time schedule hereunder illustrates the timeframes envisaged for each of the three phases described under Section 4.2 above.

Indicative time schedule

SWISS-MALTESE COOPERATION PROGRAMME PUBLICITY CAMPAIGN



\*\* The print adverts are to appear on the first available publication date following the erection of the billboards

## 6. Requirements

### 6.1 - Personnel

The Project Contact Person's specific responsibilities are:

- to ensure co-ordination and cooperation with the NCU and all other parties involved in the campaign;
- to ensure the required quality of the work for this contract; and
- to lead and manage the contract on behalf of the contractor.

In order to assist the Project Contact Person, the Contract Holder may provide creative, technical and/or administrative staff to support the execution of the tasks related to this contract.

An organisation chart is to be submitted to outline the set up of this assistance.

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

**Note: Civil servants and other staff of the national public administration cannot be recruited as a Project Contact Person, experts or supporting personnel as per sub-article 9.5 of the General Conditions.**

### 6.2 - Facilities to be provided by the Contractor

The Contractor shall ensure that all personnel deployed on this contract are adequately supported and equipped.

### 6.3 - Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

## 7. Reports

### 7.1 - Reporting Requirements

7.1.1 Within one (1) week of the kick-off meeting, the Contract Holder will provide the NCU with a short, yet comprehensive **Inception Report** that should contain:

- A detailed action plan and a time-line of the implementation of the contract;
- The selected designs and / or any modifications thereto as agreed with the NCU;
- Any other relevant information as agreed upon during the kick-off meeting.

The Contract Holder shall comply with the conditions stipulated in this tender.

7.1.2 The Contract Holder shall also present a **Final Report** summarizing the work carried out over the duration of the contract. This is to be submitted within one week of the completion of activities and should include:

- A detailed description of the activities carried out during the entire period of implementation, clearly explaining any diversions or changes to the original action plan submitted in the Inception Report;
- Photographs of billboards at all locations;
- Copies of the magazines (or relevant full pages thereof) where the adverts appeared throughout the campaign;
- Screenshots or printouts of the electronic adverts (daily) of all websites used

- throughout the campaign;
- A recording of the radio information spot on CD together with certification issued by Public Broadcasting Services Ltd that all radio spots scheduled according to sections 4.2.2 (B4) and 4.2.3 (C4) were aired, giving dates.

7.1.3 Upon approval of the Final Report, the Contract Holder may submit the final invoice. This may be processed only following approval of the Final Report by the NCU.

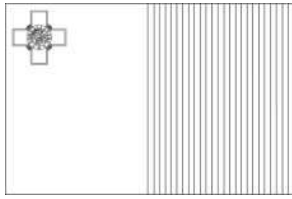
## ***7.2 - Submission & approval of Inception and Final Reports***

7.2.1 Each report described in section 7.1 above is to be submitted in an unsecured electronic format to enable the NCU to carry out its analysis and likewise revert in electronic format to expedite the reporting approval process.

7.2.2 Each report described in section 7.1 above is to be considered as **draft until formally approved in writing** by the NCU.

## Annex A: Swiss-Maltese Grant Logo

The artworks requested in these terms of reference must feature the Swiss-Maltese Grant logo specified below:



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

**Swiss Agency for Development  
and Cooperation SDC**

## **Supported by the Swiss-Maltese Grant**

This obligatory item is a means to inform the public that the subject-matter is being financed through the Swiss-Maltese Cooperation Programme. This logo is to be used, unless otherwise specified by the NCU.

The Contract Holder should consult the NCU's Publicity Guideline for the appropriate requirements of the obligatory logo.

## VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

*(To be tailored to the specific requirements of the tender and in particular should reflect what is requested in the Terms of Reference and Evaluation Grid)*

To be completed by the tenderer

### 1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

### 2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in Note 3 in Section A of Volume 1 Section 2 - Tender Form, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

### 3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

## VOLUME 4 - FINANCIAL BID

### (GLOBAL PRICE CONTRACTS)

#### FINANCIAL BID BREAKDOWN

| Item | Description of Service                  |                         | Price per item<br>excluding VAT and<br>other taxes | VAT                   | Other taxes           | Discounts              |
|------|-----------------------------------------|-------------------------|----------------------------------------------------|-----------------------|-----------------------|------------------------|
|      |                                         |                         | Amount in Euro<br>(€)                              | Amount in Euro<br>(€) | Amount in Euro<br>(€) | Amounts in Euro<br>(€) |
| A    | Billboard Design                        | <i>Amount in Euro:</i>  |                                                    |                       |                       |                        |
|      |                                         | <i>Amount in words:</i> |                                                    |                       |                       |                        |
| B    | Print Advert Design                     | <i>Amount in Euro:</i>  |                                                    |                       |                       |                        |
|      |                                         | <i>Amount in words:</i> |                                                    |                       |                       |                        |
| C    | Electronic Advert (Leader Board) Design | <i>Amount in Euro:</i>  |                                                    |                       |                       |                        |
|      |                                         | <i>Amount in words:</i> |                                                    |                       |                       |                        |
| D    | Radio Spot Concept                      | <i>Amount in Euro:</i>  |                                                    |                       |                       |                        |
|      |                                         | <i>Amount in words:</i> |                                                    |                       |                       |                        |
| E    | Print Billboards                        | <i>Amount in Euro:</i>  |                                                    |                       |                       |                        |
|      |                                         | <i>Amount in words:</i> |                                                    |                       |                       |                        |
| F    | Reserve Billboards Sites                | <i>Amount in Euro:</i>  |                                                    |                       |                       |                        |



|                    |                                        |                         |  |  |  |  |
|--------------------|----------------------------------------|-------------------------|--|--|--|--|
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| G                  | Advert Space on Magazines              | <i>Amount in Euro:</i>  |  |  |  |  |
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| H                  | Electronic Advert (Leader Board) Space | <i>Amount in Euro:</i>  |  |  |  |  |
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| I                  | Recording of Radio Spot                | <i>Amount in Euro:</i>  |  |  |  |  |
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| J                  | Radio Air Time                         | <i>Amount in Euro:</i>  |  |  |  |  |
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| K                  | Installation of Billboards             | <i>Amount in Euro:</i>  |  |  |  |  |
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| L                  | Removing of Billboards                 | <i>Amount in Euro:</i>  |  |  |  |  |
|                    |                                        | <i>Amount in words:</i> |  |  |  |  |
| <b>GRAND TOTAL</b> |                                        |                         |  |  |  |  |