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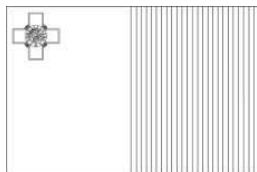
DEPT. REF: MEAIM/FPD/61/2014

SERVICES TENDER: EVALUATION OF THE PROJECTS UNDER THE SWISS-MALTESE COOPERATION PROGRAMME

Closing Date: 24 September 2014 at 10:00am CET

Date Published: 29 August 2014

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.eufunds.gov.mt

EVALUATION OF THE PROJECTS UNDER THE SWISS-MALTESE COOPERATION PROGRAMME

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 evaluation of the projects under the Swiss-Maltese Cooperation Programme.
- 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*
Clarification Meeting/Site Visit (Refer to Clause 9.1)	No clarification visit shall be held	
Deadline for request for any additional information from the Contracting Authority	9 September 2014	1.30 pm
Last date on which additional information is issued by the Contracting Authority	18 September 2014	1.30 pm
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	24 September 2014	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 and 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 dossier and include:

- 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 its tender.
- 8.3 The Contracting Authority reserves the right to accept or reject any offer and/or to cancel the whole procedure and reject all offers. The Contracting Authority also reserves the right to reject any offer which is considered to be abnormally low according to Regulation 29 (1) (2) and (3) of the Procurement Regulations. The Contracting Authority reserves the right to initiate a new invitation to tenders.

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 | <ul style="list-style-type: none">• Draft Contract• General Conditions (available online from 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
 - 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 (www.eufunds.gov.mt)

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 packages, 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*^(Note 1)
 - (i) Data of Consortium and Joint Venture (Volume 1 Sections 2 and 7) (if applicable)
 - (ii) Statement on Conditions of Employment (Volume 1, Section 4)
- Selection Criteria*
- (c) *Financial and Economic Standing*
 - (i) No Evidence of economic and financial standing is required
 - (d) *Technical Capacity*^(Note 2)
 - (i) Personnel (Project Contact Person and support staff) to be deployed on the contract (Volume 1, Section 4)
 - (e) *Evaluation Criteria/Technical Specifications*^(Note 2)
 - (i) Tenderer's Technical Offer in response to specifications/Terms of Reference (Volume 3)
 - Organization & Methodology
 - Rationale
 - Strategy
 - Timetable of Activities
 - (f) *Financial Offer/Bill of Quantities*^(Note 2)
 - (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 NEITHER 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 services 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 services 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. However, its tender will no longer be considered for award. If the tenderer decides to accede to the extension, it may not modify its 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 its tender.

29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the Evaluation Committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of its tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. Bidders 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 Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, its tender will be rejected and its 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 its 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 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 of 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 it has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

- 37.1 Any attempt by a 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 its candidacy or tender and may result in administrative penalties.
- 37.2 Without the Contracting Authority's prior written authorisation, the Contractor and its 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 tender, the tenderer must declare that it is affected by no potential conflict of interest, and that it 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 its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It 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 its 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 its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and its 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 its independence or that of its 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 its 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:

Evaluation of the Projects under the Swiss-Maltese Cooperation Programme

<File Reference Number>

A. TENDER SUBMITTED BY:	<i>(This will be included in the Summary of Tenders Received)</i>		
In case of a Joint Venture/Consortium:		Nationality	Proportion of Responsibilities²
Name(s) of Leader/Partner(s)			
Leader¹			
Partner¹			
Etc ...			

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 ³	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)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____

Address
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:

Evaluation of the Projects under the Swiss-Maltese Cooperation Programme
- 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. 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** ^(Note 1)

- Data on Joint Venture/Consortium (if applicable) (Volume 1 Section 7)
- Statement on Conditions of Employment (Volume 1 Section 4)

Selection Criteria ^(Note 1)

(b) **Financial and Economic Standing** ^(Note 2)

No Evidence of economic and financial standing is required

(c) **Technical Capacity** ^(Note 2)

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

(d) **Evaluation Criteria/Technical Specifications** ^(Note 2)

- Tenderer's Technical Offer

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

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 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. Project Contact Person and Support Staff

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 2.1Error! Reference source not found.).

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

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

Signature:

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

Date:

2.1. 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
..... < start of period 1 > < end of period 1 >
..... < start of period 2 > < 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:

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 Address:
 Details

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 Contracting Authority, and one for the Contractor.

Contracting Authority: Signed by: In the capacity of: Being fully authorized by and acting on behalf of Date:	Contractor: Signed by: In the capacity of: Being fully authorized by and acting on behalf of Date:
---	--

VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.05) can be viewed / downloaded from:

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 and the Executing Agencies will provide the contractor with information about the projects.

Article 7: Obligations of the Contractor

- 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 meetings organised under and related to this Tender.

Article 14: Intellectual and Industrial Property Rights

- 14.3 All reports created and produced by the Contractor will become property of the National Co-ordination Unit (NCU), including their copyright. The final report is 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 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 evaluation is to be executed within a maximum of sixteen (16) weeks from the date of commencement. The contract performance period is sixteen (16) weeks.

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

Month	Narrative	Percentage (%)
Final payment	Upon successful completion of the evaluation and approval of final report	100%
TOTAL		100%

- 26.2** In Sub-Article 26.2 of the General Conditions, the term '30 calendar days' shall be substituted by 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 quote 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
Acting as National Co-ordination Unit for the Swiss-Maltese Co-operation Programme
Ministry for European Affairs and Implementation of the Electoral Manifesto
Triq il-Kukkanja
Santa Venera SVR 1411
Malta

Tel: (+356) 2200 1142/3
Fax: (+356) 2200 1141
Email: fpd.meaim@gov.mt

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 was 5 years, ending on 13 June 2012.

The total allocation committed by Switzerland for Malta is CHF 4.994 million (approx. €4.16 million). This includes CHF 250,000 retained by Switzerland for its administration of the Swiss-Maltese Cooperation Programme and CHF 50,000 for Maltese technical assistance.

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.

Article 1 of Annex 1 to the Bilateral Framework Agreement lays down that “Towards the end of the implementation period of the Swiss Contribution, both Parties may jointly decide on a global evaluation of the results achieved by the Swiss-Maltese Cooperation Programme”. That decision was taken during the Annual Meeting held on 8 May 2014.

This evaluation shall undertake an in-depth appraisal of both projects being implemented under the Swiss-Maltese Cooperation programme.

1.4 - Current State of Implementation of the Swiss-Maltese Cooperation Programme

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 has provided the funding needed to purchase and install a PET/CT scanner at Mater Dei Hospital. Readily deployable, this equipment has improved Malta’s cancer screening and patient management capabilities. This is the first time the residents of Malta 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.

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. Therefore, although there was an initial delay in the PET/CT scanner procurement procedure, implementation is now complete.

Meanwhile, the MEDAC project is scheduled to end by 30 September 2014. The Swiss-Maltese Cooperation Programme is co-financing fifty-eight (58) 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.

As at 31 May 2014 a total of €3.53 had been disbursed, equivalent to 91% of the Programme, with all the funds committed.

1.5 - Relevant Evaluations

N/A

1.6 - Relevant Stakeholders

Apart from the NCU, the main national stakeholders of the Swiss-Maltese Cooperation Programme are the projects leaders and other members of the Executing Agencies, the Permanent Secretary (MEAIM), the Permanent Secretary (MFH), the Permanent Secretary (MFA), the Director (Programme Implementation), MFH and the Director (Corporate Services), MFA

Other national horizontal stakeholders include:

- EU Paying Authority Directorate within MFIN;
- Internal Audit and Investigations Department within OPM;
- Department of Contracts;
- Treasury.

On the Swiss side, the main stakeholder is the Swiss Agency for Cooperation and Development (SDC).

2. Contract Objectives and Outputs

2.1 - Overall Objective

The overall objective of this tender is to have an evaluation of the projects under the Swiss-Maltese Cooperation Programme that will contribute to a learning process and inform future policy-making and programming.

2.2 - Specific Objectives

This is primarily a formative evaluation that has to be structured following the five evaluation criteria of relevance, efficiency, effectiveness sustainability and (likely) impact of the projects taking into account the current status of implementation as at the cut-off date (the cut-off date will be agreed between the NCU and the contract holder on commencement of the contract).

Furthermore, the evaluation shall identify key lessons and recommendations.

2.3 - Contract holder's Work Plan and Output

The contract holder, in line with the above-mentioned specific objectives, shall deliver an Evaluation Report as described in further detail in sections 2.3.1 and 10.2.1 of these Terms of Reference. The report is separate from the Inception and Final Implementation Reports specified under sections 10.1 and 10.2.2 respectively.

2.3.1 - Output

In line with the specific objectives mentioned in section 2.2, the output shall consist of an assessment leading to an Evaluation Report within sixteen (16) weeks of the commencement date. The assessment shall follow the five evaluation criteria as set out below:

- Assess the **relevance** of the supported projects with respect to contributing to the objectives of the Swiss-Maltese Co-operation Programme and national and EU strategies (where appropriate) including an assessment of the projects selected and how they fit into national/EU strategies (where appropriate). Identify major challenges, strengths and weaknesses.
- Assess to what extent the Swiss-Maltese Co-operation programme is **efficient**. Are anticipated activities and outputs being delivered on time and according to specifications? What are the problems and constraints the Executing Agencies and NCU face during implementation? Does the set up in Malta represent “good value for money” in relation to the results achieved?
- Assess the **effectiveness** in terms of perceived results with respect to contributing to the achievement of the objectives of the sector.
- Assess the **sustainability** of the projects; in other words the extent to which they are likely to create ownership and impacts that will be preserved over time without the Swiss-Maltese Grant.
- Assess the **impact** of the grants; what has been the planned and unplanned impact on the targeted areas/groups.

The evaluation shall take into account the current status of project implementation as at the cut-off date agreed between the NCU and the contract holder.

Furthermore, the evaluation shall identify key lessons and recommendations that are relevant for the current projects and future programming in the areas of ‘Health’ and ‘Research and Development’ in terms of the above criteria and overall objectives of the Swiss-Maltese Co-operation Programme.

The contract holder should note that the draft report shall be presented to the NCU allowing time for consultation and discussions with relevant stakeholders prior to its finalisation. Therefore, the contract holder shall factor into its proposal the possibility that the stakeholders may propose changes, further analysis and/or additional consultations prior to the report being accepted. Such follow-ups will need to be undertaken by the contract holder at no additional cost, within a maximum of three (3) weeks the time the NCU requests the contract holder to undertake the follow-up. The deadline of three (3) weeks includes the relevant consultations that may be needed as well as the presentation of the revised draft report to the NCU.

The report shall be considered as concluded once it is accepted by the NCU.

The above timing is indicative and depends on the tendering process and on the discussions held between the NCU and the contract holder during the kick-off meeting.

2.4 - Meetings

Kick-off Meeting

A kick-off meeting will be held within one (1) week of the notice of award/letter of intent to the selected service provider. This meeting is to be arranged between the contract holder (the evaluation team including any international experts proposed) and the NCU to discuss the way forward and provide further clarifications with regard to the objectives and expectations of this evaluation. The cut-off date of the report for this assessment will be determined during this meeting.

During the kick-off meeting, the NCU shall confirm or otherwise the timeframe established in section 2.3.1 of these Terms of Reference. Such changes shall also be reflected in the Inception Report.

The contract holder shall be responsible for taking the minutes of the kick-off meeting which shall form the basis of the Inception Report. The Inception Report shall be delivered within ten (10) calendar days of the kick-off meeting.

The kick-off meeting will be held at the NCU's premises.

Update Meeting

Update meetings with the NCU are expected during the course of the exercise. These will be held as the need arises, provided that at least one (1) meeting shall take place during the period of the exercise. During these meetings, the participation of any international experts might be requested. The objective of these meetings is for the contract holder to provide updates of progress and preliminary results and to discuss any difficulties it may be encountering in this respect.

For its part, the NCU shall provide clarifications that the contract holder will need to take into account in the analysis. The outcome of these meetings may result in the contract holder having to review the analysis again and possibly also consult further the relevant stakeholders, which may include new ones not included in these Terms of Reference. Such additional consultation will depend on the findings and upon discussion with the NCU.

The contract holder shall present the NCU with draft minutes of such meetings within ten (10) calendar days and the NCU shall provide relevant feedback. The minutes shall be considered final once these are approved by the NCU.

These meetings will be held at the NCU's premises.

Meetings with Stakeholders

These form a core component of the work that needs to be undertaken by the contract holder. In this regard the contract holder has to take into account that many of the stakeholders that need to be consulted are persons with busy schedules. Therefore the contract holder must factor into its proposal the necessary flexibility (e.g. meetings outside normal office hours) to ensure that the relevant stakeholders are consulted and that the necessary feedback is obtained.

Although section 1.6 attempts to identify the main local stakeholders with whom the contract holder may have to consult, this is not an exhaustive list. Additional contacts can be provided by the NCU in line with the needs that emanate from the exercise itself. It is up to the contract holder to factor in these ad hoc meetings/discussions with Programme stakeholders (even if not mentioned under section 1.6) in its proposal, as the analysis itself may bring to light the need for consultation with additional partners and organisations to enable a comprehensive exercise.

The contract holder shall present the minutes to the NCU within ten (10) calendar days of such meetings.

These meetings shall be held at the respective stakeholder's premises.

(NB: An Executing Agency is an organisation responsible for the implementation of a project. It signs an Implementation Agreement with the NCU and the project should be implemented in line with that agreement.)

3. Contextual focus

The contract holder is required to plan, design and implement the necessary research methodology and carry out fieldwork in order to assess the two (2) projects, 'Establishing Positron Emission Tomography / Computed Tomography (PET / CT) scanning in the Maltese Islands' and 'Support to the Mediterranean Academy of Diplomatic Studies (MEDAC)' in accordance with the five evaluation criteria set out in section 2.3.1 above, together with the approach being proposed.

The evaluation must lead to a set of concrete conclusions (based on findings, a thorough and justified assessment by the contract holder's experts and relevant (implementable) recommendations. The NCU is unable to accept general statements based on discussions without a thorough assessment and validation with relevant stakeholders of the statements by the contract holder.

3.4 - Methodology

The contract holder is to analyse the two projects as at cut-off date (which shall be agreed by the NCU and the contract holder during the kick-off meeting).

The contract holder must provide a sound methodological approach to form the basis of this research initiative. The approach and methodology is to be outlined and justified in the tender documentation and may include a combination of methodologies if deemed necessary.

The methodology to be used is subject to discussion and the approval of the NCU.

4. Assumptions and Risks

4.1 - Assumptions Underlying the Project Intervention

- Relationship with NCU: The contract holder shall consult with and expect good co-operation from the NCU, however the responsibility of implementing the contract lies with the contract holder. Therefore whilst the NCU shall facilitate where possible, it is up to the contract holder to ensure that the feedback to undertake the assessment is forthcoming: taking into account constraints such as multiple functions (and therefore limited availability and capacity) of the stakeholders, holidays, working time (particularly in summer).
- Quality of data: The contract holder shall **not** accept any data or information received which is anonymous. The contract holder is to verify and validate all studies and data compiled by it. In this regard, it is expected that information gathered from interviews or questionnaires is challenged with the stakeholder, validated and verified with other relevant stakeholders (as appropriate) and not merely taken as given. On the other hand, the contract holder will accept data which already exists at programme and project level, in so far as the contract holder deems the data and information appropriate. The contract holder shall safeguard the confidentiality of participants by not inserting their name in the Evaluation Report.
- Methodology: (i) The contract holder shall seek prior approval of the NCU to contact the stakeholders for consultation. All forms of consultation within the context of this evaluation need to be documented by means of notes, minutes, questionnaires, recordings, etc. Notes and minutes of the meetings and consultations held with the NCU (kick-off meeting apart) and other stakeholders are to be submitted by the contract holder to the NCU within ten (10) working days of such meetings and consultations. Duly filled in questionnaires and recordings of interviews with stakeholders are to be submitted to the NCU upon request. In case of such a request by the NCU, the contract holder shall submit this documentation within five (5) working days. If no request is made, the relevant documentation supporting the evaluation shall be submitted to the NCU together with the Evaluation Report.

(ii) The contract holder will be responsible for collecting all qualitative and/or quantitative data required and setting appointments with project leaders, stakeholders and/or other relevant bodies. The names of project leaders and heads of Executing Agencies as well as other organisations deemed relevant and their contact details will be provided by the NCU.

(iii) Any documents, questionnaires, etc will have to be discussed with and approved by the NCU prior to distribution to Executing Agencies.
- Timing: Timing could be problematic, especially during the summer months. Availability of stakeholders could also get problematic towards the end of the year since they will be involved in the processing of payments. The contract holder is being made aware of this and therefore should factor this into the work plan.
- Good quality reporting: Provision by the contract holder of high quality and timely reporting (including language and presentation) that complies with the requirements of the tender.
- Language: Although the Evaluation Report is expected to be provided in English, it is being assumed by the NCU that the contract holder can undertake interviews in Maltese if so requested by the stakeholders.

- Knowledge: Contract holder’s knowledge of the Swiss-Maltese Cooperation Programme and especially familiarity with the objectives as well as constraints within which it has to operate.
- Other costs: The cost of printing and binding of the required reports for the NCU’s reference is to be covered by the cost of the contract, together with all costs relating to the research, data collection, data analysis and fieldwork.
- Structure of the report: The NCU and the contract holder will discuss the structure of the Evaluation Report.
- Conclusions and recommendations: All conclusions and recommendations which are issued on the basis of value judgments are fair, objective and detailed enough to be considered for implementation. In making such recommendations, the contract holder shall keep in mind the Maltese context as well as the availability of resources. Moreover there should not be an increase in administrative burden to implement recommendations.
- Issues and concerns: The contract holder will be expected to address any issues and concerns which may arise during the implementation of the tender and undertake the necessary consultation with all relevant stakeholders. In particular, close cooperation and discussions need to be undertaken with the NCU.
- Publicity requirements: The contract holder shall take note of the NCU’s publicity requirements, as proposed in its Publicity Guidelines and ensure compliance with these requirements in all documentation and reports.
- Acceptance of report: The Evaluation Report will be deemed concluded once it is formally accepted by the NCU following discussions with the relevant stakeholders.
- Data protection: The contract holder shall undertake to implement appropriate technical and organisational measures to protect personal data. The contract holder is to be fully aware of the provisions of the Data Protection Act (DPA) Cap. 440, and any subsequent legislation and regulations issued thereafter under DPA.

4.2 - Risks

The contract holder has to take account of the following risks and should propose ways of mitigating them:

- The contract holder must ensure that issues pertinent to the overall implementation and/or impacts of the Swiss-Maltese Cooperation Programme are adequately explored and analysed in depth where these arise in the course of the evaluation.
- Basic data available and public documents/statistics may not be enough and additional data may need to be collected, at the expense and time of the contract holder.
- Tight deadlines: The contract holder must allocate sufficient resources as deadlines are very tight. The contract holder is expected to strictly respect the outline deadlines without jeopardising the quality of the work. Therefore the contract holder must plan the work accordingly and ensure that enough resources are deployed to carry out the work within the stipulated time.
- Project leaders and heads of Executing Agencies have limited time available to meet the contract holder.
- Unforeseen delays by the NCU in providing feedback and data due to other

deadlines/commitments as well as delays by the contract holder in obtaining timely information from the Executing Agencies.

- Any other limitations identified by the contract holder as requested under volume 3 section 2 (Tenderer's Technical Offer) which are applicable in this tender.

5. Data Protection

Any personal data submitted in the framework of the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance and management of the contract by the contract holder. In this regard, the contract holder is expected to:

- Take into account the provisions of the Data Protection Act;
- Implement appropriate technical and organisational measures to protect the personal data that is being processed, against accidental or unlawful destruction, loss, unauthorised alteration, disclosure or access. In this regard, the contract holder shall provide an adequate level of security as required under the DPA;
- Inform the NCU with any accidental loss or unauthorised access to personal data regulated under this agreement;
- Direct all requests by individuals to access data concerning the data subjects themselves, to the Data Protection Officer of the NCU;
- Make available to the NCU, upon request, all information relating to the processing of such data carried out in terms of the contract; and delete or hand over such data to the NCU upon request, or termination or expiry of this contract.

6. Scope of the Work

6.1 - Project Description

The Contracting Authority requires the services of a provider to carry out an ex post evaluation of the projects co-financed under the Swiss-Maltese Cooperation Programme.

6.2 - Geographical area to be covered

The exercise covers the whole territory of Malta and Gozo.

6.3 - Target Groups

The main user of this evaluation will be the Programme's stakeholders. The research results, or parts thereof, will be used and disseminated by the NCU when and as necessary. The study is being commissioned by the NCU and it is therefore important that the methodology and tools used will focus on the issues relevant to the NCU.

The stakeholders are primarily those identified under section 1.6 of these Terms of Reference. In addition, the contract holder may need to consult other organisations as directed by the NCU.

7. Project Management

7.1 - Responsible Body

The body responsible for managing the contract is the NCU as identified under section 1.2 above. The contract holder's point of reference for any issues pertaining to the implementation of the contract is the NCU and it will be up to the NCU to direct the contract holder to any other relevant authority, national or other, as it is deemed

necessary.

During the kick-off meeting, an interlocutor and a representative may be nominated.

8. Logistics and Timing

8.1 - Location and Accommodation

No specific location is being identified as the main operational base of the contract holder. For this reason, an international contract holder may use its offices as the operational base but its experts will have to travel to Malta for meetings and they will have to conduct field work in Malta (not just through questionnaires or telephone interviews). In the case of any telephone conferences needed (particularly in the case of an international contract holder), these shall be made at the request of the NCU and/or contract holder but at the sole cost of the contract holder. The NCU shall also not provide any support with regard to logistics for any experts to travel around Malta. The NCU shall not provide premises or equipment and it is the contract holder's responsibility to determine the location from where the evaluation team will work. This will be at the full cost of the contract holder. It should be noted that any travelling expenses (including accommodation and/or subsistence) will have to be covered by the contract holder as part of this contract.

No office accommodation or any accommodation will be provided by the NCU. Office accommodation or any other accommodation for the experts and related staff is to be provided by the contract holder and must be equipped with appropriate office systems. The related costs shall be covered by the contract holder.

8.2 - Commencement Date & Period of Execution

The commencement date shall be the date of the final signature of the contract between the contract holder and the NCU, or the date of the kick-off meeting, whichever comes first. The actual commencement date and period of execution shall be specified in an administrative order issued by the NCU. The contract is to be executed within sixteen (16) weeks from the commencement date. Such period is exclusive of the acceptance of the final Evaluation Report by the NCU.

8.3 - Facilities to be provided by the contract holder

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

The contract holder shall be responsible for provision of its own working equipment. The related costs are deemed to be included in the contract price. The same applies for the office accommodation required by the evaluation team for their operations.

The contract holder shall also be responsible for all logistical requirements of the project including those related to research, interviews and so on.

The contract holder shall ensure that the related costs are included in its proposed bid and budget.

8.4 - Equipment

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

9. Personnel Requirements

9.1 - Personnel

For the planning, design and implementation of this contract, including the Evaluation Report, the contract holder is to appoint a team made up of the following:

1. A project manager;
2. A key expert;
3. Other experts as necessary; and
4. Research, secretarial and/or administrative assistance to support the key expert in the execution of the administrative tasks related to this contract. An organisation chart is to be submitted to outline the set-up of this assistance.

The team that will be involved should be identified in the proposal, describing each person's skills and qualifications, the inputs of each member of the team in terms of days and explaining the distribution of tasks (including support and coordination tasks, and quality assurance tasks) between the different personnel involved. The bid should demonstrate that the team has the necessary capacity and capability.

CVs of the project manager and key expert should be included in the bid. The CVs should clearly demonstrate the qualifications, skills and experience possessed. Supporting certificates should also be annexed to the CVs in the bid.

Recognition statements by the Malta Qualifications Recognition Information Centre (MQRIC) based within the Malta Qualifications Council must be produced in relation to international qualifications. Copies of such statements should be attached to the respective CVs.

However, this requirement is waived in respect of qualifications awarded by accredited universities or other accredited institutions that are listed in the MQRIC page of the Malta Qualifications Council website (www.mqc.gov.mt/mqric). In cases of doubt the Evaluation Committee may set aside this waiver and request a bidder to procure a recognition statement from MQRIC.

9.1.1 - Project Manager's Responsibilities

The project manager's specific responsibilities are to:

- ensure co-ordination and cooperation with the relevant stakeholders in Malta, in particular with the NCU;
- lead and manage the contract in Malta on behalf of the contract holder;
- act as the main contact person for the NCU; and
- ensure the required quality of the work for this project.

9.1.2 - Key Expert's Responsibilities

The key expert's specific responsibility is to ensure the required quality of the technical work produced (also by the other experts) for this contract and overseeing the specific tasks.

9.1.3 Other Experts

Should the contract holder deem necessary, other experts may be deployed, provided that they meet the following requirements in relation to qualifications and skills:

- In possession, or have been approved for the award of a recognised first degree (Honours) at MQF Level 6 in statistics or economics or management or education; and
- Able to communicate in English (both written and spoken).

For the purposes of this contract, international experts are considered to be those whose permanent residence is outside Malta while local experts are considered to be those whose permanent residence is in Malta.

The contract holder should pay attention to the need to ensure the active participation of local professional skills where available. All experts must be independent and free from conflict of interest.

The CVs of 'other experts' will be assessed with the Inception Report and shall be subject to the NCU's approval. The project manager's and key expert's CVs will be included in the tender bid.

Civil servants and other staff of the Public Service of Malta cannot be recruited as experts. See sub-Article 9.5 of the General Conditions.

10. Reporting Requirements

In performing this service contract, the contract holder shall provide the NCU with the (i) Inception Report, (ii) the Evaluation Report and (iii) the Final Implementation Report as described hereunder.

The contract holder is to note that the draft reports are to be submitted in unsecured electronic format to enable the NCU to carry out its examination and similarly revert with feedback /comments in electronic format. This may necessitate further analysis which shall be done at the contract holder's cost.

All recommendations and conclusions should be discussed with the NCU prior to their inclusion in the Evaluation Report in order to have a clear understanding on what is viable and implementable.

Upon notification of their approval, final versions of reports are to be submitted by the contract holder to the NCU in printed, bound format as well as in electronic format saved on CD. All reports must be written in English. (See also section 4.1, indent 6 entitled 'Language'.)

The NCU's appointed interlocutor will be responsible for notifying the approval of the reports.

10.1 - Inception Report

Within ten (10) calendar days of the kick-off meeting, the contract holder shall provide the NCU with an Inception Report finalising the methodology and the work plan outlined in its proposal and incorporating any suggestions/recommendations agreed upon during the kick-off meeting and as recorded in the minutes thereof. The Inception Report should contain:

- A methodology based on the requirements of the contract in order to achieve the specific objective and output as mentioned in sections 2.2 and 2.3 of these Terms of Reference;
- An action plan and a time-table for the project;
- A description of the evaluation to be carried out in terms of this contract, including the resources to be deployed;
- Proposed ways of mitigating the risks underlying the project.

In the case of a consortium/joint venture, the Inception Report should additionally provide a description of the input from each of the consortium/joint venture partners, their individual roles and the distribution and interaction of tasks and responsibilities between them, highlighting in particular the role and responsibilities of (including the tasks to be carried out by) the consortium leader.

The NCU is to approve the Inception Report. Discussion and meetings might need to be held with the contract holder to settle any clarifications. Following approval by the NCU, the contract holder can start the operations and activities as per approved Inception Report and time-table.

The Inception Report is linked to the release of the first payment as stipulated at section 10.4.

10.2 - Evaluation Report and Final Implementation Report

This section makes specific reference to the two (2) other reports that have to be presented to the NCU:

- Evaluation Report: The contract holder shall present the Evaluation Report to the NCU as specified in sections 2.3 and 10.2.1.

- Final Implementation Report: The contract holder shall present the Final Implementation Report to the NCU which shall include administrative information necessary for payments to be effected as specified in section 10.2.2.

It is important to note that the NCU will examine these reports and request any necessary changes.

10.2.1 - Structure of the Evaluation Report

The Evaluation Report should be clear and concise. The overall length of the Report should not exceed *20 pages* (including the Executive Summary). The NCU and the contract holder shall discuss in further detail the structure of the Evaluation Report; however, as a general rule additional information on overall context, programme or aspects of methodology and analysis would be confined to annexes (which however should be restricted to the essential information).

As a minimum the Evaluation Report should contain the following sections:

<u>Number</u>	<u>Section</u>
1.	Executive summary
2.	Introduction
3.	Methodology
4.	Main findings and analysis - This section should mainly include a separate chapter on each of the two projects.
5.	Conclusions*
6.	Recommendations**: Concrete and feasible recommendations, taking into account the level of implementation of the Programme at the time of concluding the report, as well as any constraints as discussed with the NCU.

**All conclusions should be cross-referenced to the appropriate findings.*

***Recommendations must be ranked and prioritised according to their relevance and importance to the purpose of the evaluation. They should be cross-referenced to the appropriate conclusions. Recommendations are to be discussed between the contract holder and the NCU before being presented in the Evaluation Report.*

10.2.2 - Final Implementation Report

The contract holder shall provide a Final Implementation Report within fifteen (15) calendar days from the approval of the Evaluation Report by the NCU.

Besides an outline of the work carried out to perform the contract, the Final Implementation Report shall also include any problems and issues that the contract holder encountered.

The NCU is to approve the Final Implementation Report. Discussions and meetings might need to be held in order for the contract holder to settle any clarifications.

The Final Implementation Report is linked to the release of the final payment as stipulated at section 10.4.

10.3 - Supporting documents

Notes and minutes of the meetings and consultations held with the NCU (kick-off meeting apart) and other stakeholders are to be submitted by the contract holder to the NCU. Duly filled in questionnaires and recordings of interviews with stakeholders are to be submitted to the NCU upon request. In case of such a request by the NCU, the contract holder shall submit this documentation. If no request is made, the relevant documentation supporting the evaluation shall be submitted to the NCU together with the Evaluation Report.

10.4 - Submission of Invoices

The invoice in relation to the first payment is to be submitted to the NCU within six (6) working days of the approval by the NCU of the Inception Report as indicated in the payment schedule under Article 26 of the Special Conditions (volume 2 section 3).

The final invoice is to be submitted to the NCU within six (6) working days of the approval by the NCU of the Final Implementation Report as indicated in the payment schedule under Article 26 of the Special Conditions (volume 2 section 3).

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

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

4. DOCUMENTATION

- CVs of the project manager and key expert

VOLUME 4 - FINANCIAL BID

(GLOBAL PRICE CONTRACTS)

FINANCIAL BID BREAKDOWN

Item	Description of Service		Price excluding VAT and other taxes Amount in Euro (€)	VAT Amount in Euro (€)	Other taxes Amount in Euro (€)	Discounts Amounts in Euro (€)
		<i>Amount in Euro:</i>				
		<i>Amount in words:</i>				
	GRAND TOTAL					