

Closing Date: 29<sup>th</sup> November 2013 at 12:00am

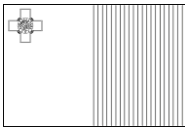
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Advert Notice FWA 611

**SUBJECT: TENDER FOR THE PROVISION OF STAFF TRAINING SERVICES**

**Tender Document: FWA 611**

**Cost of this tender dossier: Not Applicable**



Operational Programme I – Cohesion Policy 2007-2013 *Investing in  
Competitiveness for a Better Quality of Life* Tender part-financed  
by the European Union  
European Regional Development Fund (ERDF)



Co-financing rate: 72.25% EU funds; 12.75% National Funds; 15%  
Private Share

*Investing in your future*

# TENDER FOR THE PROVISION OF STAFF TRAINING SERVICES

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

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

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 General 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.

- 1.2 This is a call for tenders for the PROVISION OF STAFF TRAINING SERVICES
- 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 Fondazzjoni Wirt Artna will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Fondazzjoni Wirt Artna retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                                                 | DATE                           | TIME*             |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------|
| Deadline for request for any additional information from the Contracting Authority                              | 16 <sup>th</sup> November 2013 | 12.00am<br>(NOON) |
| Last date on which additional information are issued by the Contracting Authority                               | 23 <sup>rd</sup> November 2013 | 12.00am<br>(NOON) |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 29 <sup>th</sup> November 2013 | 12.00am<br>(NOON) |

\* All times Central European Time (CET)

### 3. Lots

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

### 4. Financing

- 4.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of *European Regional Development Fund* programme.
- 4.2 The beneficiary of the financing is Fondazzjoni Wirt Artna.

### 5. Eligibility

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

### 6. Selection Criteria

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

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

- 6.1.2 Information about the tenderer's technical capacity.

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

*the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

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

- Evidence of relevant experience in carrying out services of a similar nature over the past 3 years including the nature and value, as well as contracts in hand and contractually committed.

The minimum value of SERVICES of a similar nature completed shall be not less than €50,000 per annum for the past three (3) years.

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

- A list of the key experts and other 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 experts. Tenderers are to substantiate their claims in respect to the Key Experts proposed by providing with their offer CVs of Key Experts and signed Declarations of Exclusivity and Availability. Key Expert Requirements (all should be fluent in Maltese and English language).

A minimum of one [1] Key Experts for modules 1,2,3,4,7,8 with either:

A Bachelor's Degree (or equivalent at MQF/EQF Level 6 or above) in the Management/Marketing or similar

Or, a minimum of 5 years' experience in carrying out accredited training equivalent to MQF/EQF Level 5 in training staff.

A minimum of one [1] Key Experts for Module 5 with:  
(two Key Experts may be proposed for this module)

Qualification as First Aid Instructor and at least 5 years related work experience and/or 3 years' experience in the training of adults in a related subject

AND

Qualification as a Fire Fighting Instructor and at least 5 years related work experience and/or 3 years' experience in the training of adults in a related subject

A minimum of one [1] Key Experts for Module 6 with:

Diploma in Occupational Health and Safety (at MQF level 5) or equivalent and 5 years related work experience and 3 years' experience in training adults in a related subject

The bidder is responsible to ascertain that qualifications (Degree or equivalent EQF level 6) of Key Experts are recognised by the key experts' National Qualifications Authority. The Evaluation Committee may deem it necessary to interview the Key Expert/s.

## 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 Fondazzjoni Wirt Artna will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

## 9. Site Inspection

- 9.1 No clarification meeting/site visit is planned.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | Instructions to Tenderers                                                                                                                                                                                                               |
| Volume 2 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| 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 Fondazzjoni Wirt Artna through:
- sending an email to [grechdarmanin1@gmail.com](mailto:grechdarmanin1@gmail.com)
  - fax number +356 21422404



up to 1200hrs of the of 16<sup>th</sup> November 2013. The Fondazzjoni Wirt Artna must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to 1200hrs of the 23rd November 2013.

- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of Fondazzjoni Wirt Artna ([www.wirtartna.org](http://www.wirtartna.org)) within the respective tender's page, under the subheading "Preview & Free Tender Documents, and Clarifications". 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 Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna 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 Department of Contracts, 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 Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward's Street, Vittoriosa, BRG 9038.
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the name of the tenderer.

## 16. Content of Tender

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) An original bid-bond for the amount of €2,000, in the form provided in Volume 1, Section 3<sup>(Note 1)</sup>

(b) *General/Administrative Information*<sup>(Note 2)</sup>

- (i) Proof of Purchase of tender document (Not required)
- (ii) Statement on Conditions of Employment (Volume 1, Section 4)

### *Selection Criteria*

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

- (i) (No Evidence of economic and financial standing is required)

(d) *Technical Capacity*<sup>(Note 3)</sup>

- (i) Experience as Contractor (Volume 1, Section 4)
- (ii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4)

(e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>

- (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*<sup>(Note 3)</sup>

- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid in the form provided in Volume 4.
- (iii) [Any other relevant documentation of a financial nature]

### Notes to Clause 16.1:

1. Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. 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.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

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

## 17. Tender Prices

17.1 The tender price must cover the whole of the works as described in the tender documents.

- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, except for revision of prices due to Cost of Living Adjustment (COLA) or otherwise provided for in the Special Conditions.
- 17.8 The budget available for this tender is €35,400 including VAT.

## 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 Fondazzjoni Wirt Artna may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

## 20. Tender Guarantee (Bid Bond)

- 20.1 The tender guarantee is set at €2,000 (Two Thousand Euros) and must be an original and valid guarantee presented in the form specified in Section 3. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid up to and including the 150 day period after the tender closing date. The tender guarantee must be drawn up in the name of the Chairman of Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward's Street, Vittoriosa, BRG 9038.

The tender guarantee (bid bond) is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Chairman of Contracts on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

Tender guarantees provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the Closing Date and Time of the tender will be automatically disqualified.

Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days, 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.

## 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 Fondazzjoni Wirt Artna .

- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Fondazzjoni Wirt Artna (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 Fondazzjoni Wirt Artna .

## D. SUBMISSION OF TENDERS

### 23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in Fondazzjoni Wirt Artna'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:

Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

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 Fondazzjoni Wirt Artna will assume no responsibility for the misplacement or premature opening of the tender.
- 23.4 Any variant proposal/s must be submitted in a separate, sealed inner envelope, clearly marked "variant". *If applicable*

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

- 24.1 The Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna. 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 Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward's Street, Vittoriosa, BRG 9038 by the Evaluation Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at Fondazzjoni Wirt Artna and shall also be available to view on the website, [www.wirtartna.org](http://www.wirtartna.org).
- 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 Fondazzjoni Wirt Artna 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/Fondazzjoni Wirt Artna directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## 29. Clarification of Tenders

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

## 30. Tender Evaluation Process

- 30.1 The following should be read in conjunction with Clause 27.
- 30.2 Part 1: Administrative Compliance

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

The Evaluation Committee shall, after having obtained approval by the General 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 financial and economic standing (sub-Clause 6.1.1)
- 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.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit CVs and Declarations of Exclusivity and Availability (Volume 1 Section 4) so that the Evaluation Committee will corroborate the technical compliance of the offers received.

### 30.5 Part 4. Financial Evaluation

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

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

## 31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## F. CONTRACT AWARD

### 32. Criteria for Award

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

### 33. Right of the Fondazzjoni Wirt Artna to accept or reject any Tender

- 33.1 The Fondazzjoni Wirt Artna reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna. 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 Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna has been advised of the possibility of damages. The publication of a contract notice does not commit the Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna will notify the successful tenderer, in writing, that his tender has been recommended for award by the General 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;
  - (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 Fondazzjoni Wirt Artna, and published online on the Fondazzjoni Wirt Artna's website, [www.wirtartna.org](http://www.wirtartna.org).

### 35. Contract Signing and Performance Guarantee

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a



Memorandum of Understanding, to be signed by both parties and incorporated into the contract.

- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Fondazzjoni Wirt Artna , the successful tenderer will sign and date the contract and return it to the Fondazzjoni Wirt Artna with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Fondazzjoni Wirt Artna , the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna may consider the acceptance of the tender to be cancelled without prejudice to the Fondazzjoni Wirt Artna'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 Fondazzjoni Wirt Artna.

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 Fondazzjoni Wirt Artna, and activities may not begin until the contract has been signed by the Fondazzjoni Wirt Artna and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

## **36. Commencement of Services**

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

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

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

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

- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna /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 Fondazzjoni Wirt Artna in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Fondazzjoni Wirt Artna , 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 Fondazzjoni Wirt Artna in terms of the Act.

## **39. Gender Equality**

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram 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

Publication reference: FWA 611  
TENDER FOR THE PROVISION OF STAFF TRAINING SERVICES

|                                                                                |                                                                   |                    |                                                   |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                                                 | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b>In case of a Joint Venture/Consortium:<br/>Name(s) of Leader/Partner(s)</b> |                                                                   | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| Leader <sup>1</sup>                                                            |                                                                   |                    |                                                   |
| Partner <sup>1</sup>                                                           |                                                                   |                    |                                                   |
| 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 <sup>3</sup> | Experience in similar services (details to be specified) |
|-----|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1   |                                       |                                     |                                                                       |                                                          |
| 2   |                                       |                                     |                                                                       |                                                          |
| (.) |                                       |                                     |                                                                       |                                                          |

3. The maximum amount of sub-contracting must not exceed 20% of the total contract value. The main contractor must have the ability to carry out at least 80% of the contract works by his own means.

### B CONTACT PERSON (for this tender)

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

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 Fondazzjoni Wirt Artna ) 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:

TENDER FOR THE PROVISION OF STAFF TRAINING SERVICES

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. 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 key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

10 We will inform the Fondazzjoni Wirt Artna 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) Tender Guarantee <sup>(Note 1)</sup>
  - o Bid Bond

- (b) General Information <sup>(Note 2)</sup>
  - Proof of Purchase (Receipt)
  - Statement on Conditions of Employment
  
- Selection Criteria <sup>(Note 2)</sup>
- (c) *Financial and Economic Standing* <sup>(Note 2)</sup>
  
- (d) *Technical Capacity* <sup>(Note 3)</sup>
  - Experience as Contractor
  - Personnel (Key Experts) to be employed on contract
  
- (e) Evaluation Criteria/Technical Specifications <sup>(Note 3)</sup>
  - Tenderer's Technical Offer
  
- (f) Tender Form, and Financial Offer/Bill of Quantities <sup>(Note 3)</sup>

*Notes:*

1. *Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○*
2. *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 ○*
3. *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 Fondazzjoni Wirt Artna and 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 Fondazzjoni Wirt Artna is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

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

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

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

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

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

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

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

## VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

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

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

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

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

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

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

Yours faithfully,

.....  
Bank Manager

.....  
Date

## VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

### 1. Statement on Conditions of Employment

1. I hereby declare that all employees engaged on this contract shall enjoy working conditions such as 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. I hereby declare that the service being provided under this contract will not be carried out by self-employed persons registered with the Maltese Authorities, but will be carried out solely by my employees. Self-employed personnel may be engaged as partners in a Joint Venture/Consortium.
3. I hereby declare that all my employees have a written contract of service and are registered with the competent authority of my country.
4. I hereby declare that my 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 contributions and income tax).
5. I hereby declare that all the wages/salaries of my employees are paid only by direct payment in the employee's bank account
6. I hereby declare that during the execution of this contract, if and when requested by the Contracting Authority or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection.
7. I hereby declare that I shall submit to the Contracting Authority a list of the employees to be engaged on the contract after the award of the contract.
8. I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.
9. I am hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

\_\_\_\_\_  
Signature of Tenderer

I.D. No. ....

Date .....



## 2. Experience as Contractor

List of contracts of similar nature and extent performed during the past [5] years:

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

Signature: .....

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

Date: .....

### 3. Key Experts

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of Key Experts during the evaluation stage. Key Experts shall also be requested to submit a filled-in Statement of Exclusivity and Availability during the evaluation stage.

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

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

Date: .....

### 3.1. Statement on Exclusivity and Availability

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT

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

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

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

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

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

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

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

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

Name of Key Expert: .....

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.

*Fondazzjoni Wirt Artna :* means the Department of Contracts.

*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 Fondazzjoni Wirt Artna and 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 Fondazzjoni Wirt Artna 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 Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

*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 appeals 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.

### Part XII - Separate packages in tender offer

The procedure for the submission of separate packages in the tender offer is stipulated in Part XII of

the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:

- (a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;

- (b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and

- (c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.

- (2) In the process of adjudicating the tender, the packages for all tenderers shall be opened in public and in the sequence enumerated in the sub-regulation (1). When at any stage, any tenderer fails to comply with the tendering procedural requirements and, or with the specifications, the remaining packages in his tender offer are to be discarded unopened:

Provided that the Director of Contracts or, with his authorization, any contracting authority, shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

- (3) Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Department of Contracts as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.

- (4) A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Department of Contracts at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer's or other person having or having had an interest in obtaining a particular public contract's favour:

Provided that the deposit shall in no case be less than ten thousand euro (€10,000) or more than fifty-eight thousand euro (€58,000).

- (5) The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.
- (6) The procedure to be followed by the Board when carrying out the review shall consist in a complete and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.
- (7) In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.
- (8) The Chairman of the Review Board shall also have the right to seek expert advice from outside the



department or contracting authority involved.

(9) The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.

(10) Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

Provided that any rights granted to tenderers by virtue of regulation 85(6) shall also apply to appeals decided by the Review Board under this Part:

Provided further that any tenderers whose complaint have been heard in terms of sub-regulation (4) may request a substitute of the members of the Review Board when appealing in terms of sub-regulation (10).

### Part XIII - Appeals

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

(1) Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

(2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

(a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;

(b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;

(c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority,

as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

## VOLUME 1 SECTION 7 - QUESTIONNAIRE

### Notes to Tenders

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in Euro. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation in the language of the procedure.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
9. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.

Form 1 - Power of Attorney

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

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

Date: .....

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

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1 | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |
| 2 | Managing Board's Contact Details                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/ Consortium with a foreign lead partner)</i>                                                                                                                                                                                                                                                                                                                                                   | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 4 | Names of Partners                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |
| 5 | Name of Lead Partner                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |
|   | Place of Signature:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date of Signature:<br>.....                                            |
| 7 | Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*<br>* 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: .....

### Form 5 - Overview of Tenderer's Personnel

|          | Description               | Notes                                                                                                                                                                                                                                            | Number |
|----------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <i>A</i> | <i>Managerial</i>         |                                                                                                                                                                                                                                                  |        |
|          | Director/s and Management | None specifically requested for this tender, however it is assumed that the tenderer would have an established internal management structure                                                                                                     |        |
| <i>B</i> | <i>Administrative</i>     |                                                                                                                                                                                                                                                  |        |
|          | Administrative Staff      | None specifically requested, however the tenderer should ensure adequate administrative support for the execution of the contract and is free to list Administrative Staff as may be appropriate.                                                |        |
| <i>C</i> | <i>Key Experts</i>        |                                                                                                                                                                                                                                                  |        |
|          | <i>Key Expert 1</i>       | [Vide Section 6 - Selection Criteria]                                                                                                                                                                                                            |        |
|          | <i>Key Expert 2</i>       | [Vide Section 6 - Selection Criteria]                                                                                                                                                                                                            |        |
|          | <i>Key Expert 3</i>       | [Vide Section 6 - Selection Criteria]                                                                                                                                                                                                            |        |
|          |                           |                                                                                                                                                                                                                                                  |        |
| <i>D</i> | <i>Other Experts</i>      | None specifically requested, but the tenderer is free to propose additional expert/s for the areas covered in this tender as stipulated in article 6.1.2 of the Instructions to Tenderers and the corresponding provisions of the TOR for Lot 1. |        |
|          | <i>TOTAL</i>              |                                                                                                                                                                                                                                                  |        |

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:

Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

(hereinafter called "The Fondazzjoni Wirt Artna ") 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,

Whereas the Fondazzjoni Wirt Artna is desirous that certain services should be executed by the Contractor, viz.:

[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 (*excluding/including* VAT/other taxes): €.....
  - 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 Fondazzjoni Wirt Artna in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Fondazzjoni Wirt Artna , 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 Fondazzjoni Wirt Artna in terms of the Act.

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

Fondazzjoni Wirt Artna :

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

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

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

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

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

- 2.2 Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

### *Article 5: Supply of Information*

- 5.1 As per General Conditions.  
5.1 Further to the provisions of the General Conditions, [Indicate any information/documentation that will be supplied].

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

- 6.1 As per General Conditions.  
6.1

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

- 7.8 As per General Conditions.

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

- 13.3 As per General Conditions.

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

- 14.3 (Specify any concessions regarding Intellectual Property Rights to the contractor, if any)

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

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

### *Article 16: Personnel and Equipment*

- 16.3 As per General Conditions.

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

- 18.1 Total performance is set out on a period of 12 weeks from date of commencement.

### *Article 19: Delays in Execution*

- 19.2 The contractor shall be liable to a deduction of a sum equivalent to Euro 250 per calendar day for any delay. The maximum amount of damages shall not exceed 20% of the contract value, pursuant to which Fondazzjoni Wirt Artna will have the right to invoke the clauses relating to the termination of the contract and subsequent penalties.  
The contractor shall be liable to a deduction of a sum equivalent to Euro 250 per calendar day for any delay. The maximum amount of damages shall not exceed 20% of the contract value,

pursuant to which Fondazzjoni Wirt Artna will have the right to invoke the clauses relating to the termination of the contract and subsequent penalties.

*Article 20: Amendment of the Contract*

20.2 As per General Conditions.

*Article 24: Interim and Final Progress Reports*

24.1 As required in the Terms of Reference.

*Article 26: Payments and Interest on Late Payment*

26.1 Global-price contract.

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

| Month | Narrative              | Percentage (%) |
|-------|------------------------|----------------|
|       | Pre-financing Payment* | 20%            |
|       | Interim Payment 1*     | 25%            |
|       | Interim Payment 2*     | 25%            |
|       | Balance                | 30%            |
| TOTAL |                        | 100%           |

26.2 The maximum period is of 60 days in which payments are to be effected, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

*Article 27: Financial Guarantee*

27.2 Further to the provisions of the General Conditions, pre-financing is mandatory and a Financial Guarantee is to be issued for the same value.

*Article 28: Audit Certificate*

28.4 Not applicable.

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Chairman  
Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

[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 [Fondazzjoni Wirt Artna Reference], whereby the contractor undertook the [title of contract] 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 2 SECTION 5 - SPECIMEN PREFINANCING PAYMENT GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Chairman  
Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

[Date]

[Tender Reference]

Dear Sir,

We the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to [*Fondazzjoni Wirt Artna's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount*], corresponding to the guarantee mentioned in Article 27.2 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the pre-financing*] and shall be valid until the equivalent value of [*works/services/supplies*] has been certified by the Contracting Authority

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of this date.

Done at ....., ..../..../..

Name and first name: ..... On behalf of: .....

Signature: .....

[stamp of the body providing the guarantee]

VOLUME 3 SECTION 1

TENDER FOR THE PROVISION OF STAFF TRAINING SERVICES

(TERMS OF REFERENCE)

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# Terms of Reference

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.2 - Fondazzjoni Wirt Artna

Fondazzjoni Wirt Artna

### 1.3 - Contracting Authority

Fondazzjoni Wirt Artna

### 1.4 - Relevant Country Background

Tourism is the main source of Malta's economic income. Maltese tourism developed as sun and sea destination. This has changed over the years, with cultural and heritage attractions taking on a more important role. Niche markets have also developed such as in the cultural heritage field.

### 1.5 - Current State of Affairs in the Relevant Sector

Any tourism product goes through lifecycles and may be subject to destination fatigue. Tourism zones were developed primarily for mass tourism market. To varying degrees, they are now beyond their peak and they need to renovate. This project is part of ongoing effort to renovate these important tourism zones. It is also meant to make the best of Malta's first-rate cultural heritage by renovating long neglected heritage sites and turn them into vibrant cultural attractions.

Fondazzjoni Wirt Artna, the Malta Heritage Trust, is a voluntary non-governmental organisation active in the field of heritage preservation. One of its principal objectives is to create awareness to encourage the better understanding and preservation of the cultural heritage of the Maltese islands. This office is made up from a small core of full-time personnel assisted by part-time and volunteer staff.

### 1.6 - Related Programmes and Donor Activities

FWA was granted a European Regional Development Fund for the project entitled Renewed Visitor Venues - RE.VI.VE. This project includes the renovation of eth Saluting Battery in Valletta and the establishment of a new museum for the site in the former Garrison Church Crypt; the extension of the present-day Malta at War Museum established at Couvre Porte, Birgu and the renovation and opening to eth public of the original wartime War Rooms at Lascaris (exclusive of the late-war complex) at Lascaris Ditch Valletta.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objectives of the project are;

To provide a degree of formal training with the aim of improving the overall management of Fondazzjoni Wirt Artna sites and enhance the visitor experience. The results to be achieved from this Services Tender are to design, prepare, and deliver training programmes in the subjects provided.



## 2.2 - Specific Objectives

This training programme should be very practical, focusing on typical issues, which staff would come across when dealing with visitors and managing the office. The training programme syllabus shall consist of the following eight modules, on which the tenderer is expected to develop further, and design, prepare and deliver training programmes which shall also include, hard copy presentations for staff. These shall be discussed with and approved by the Project Leader :

### Module 1: Principles of Visitor Management

Duration: 8-hour programme

This module will provide staff with the “people” skills necessary to create the right impression and show visitors that they really matter. The delegates will learn how to communicate an attitude of “quality service” and “customer care.”

Key areas to be covered:

- The visitor experience
- How to focus on the visitor
- Understanding the needs and expectations of the visitor
- Museum guiding and interpretation
- The value of a positive first impression
- How to develop rapport with visitors
- The importance of communication skills
- The citizen and equality rights

### Module 2: Selling Essentials

Duration: 8-hour programme

This module will help staff to understand how to extend their knowledge and skills so as to deal with selling situations more confidently and efficiently.

Key areas to be covered:

- Visitors' needs, wants and expectations
- The importance of marketing as a cross functional activity
- The sale, understanding buying motives
- Creating the added value
- Presentation skills

### Module 3: Office Management

Duration: 8-hour programme

This module will help staff to understand the basic principles in finance and general office administration. The aim of this module is to make staff aware of common financial principles and basic accounting techniques.

Key areas to be covered:

- The basics of accounting
- Planning and budgeting
- Developing administrative procedures - archiving, ordering of supplies
- Basic museum curatorial skills
- Organising and processing mails

#### Module 4: Staff Management

Duration:8-hour programme

This programme is intended to provide delegates with a good understanding of staff development techniques and hence enabling them to make a positive contribution to the upgrading of skills of the human talent.

Key areas to be covered:

- Identify the skills and techniques required by individuals to improve their performance
- The significance of positive influencing skills
- Motivating people
- Managing people demands and performance
- Managing conflict

#### Module 5: First Aid and Fire Fighting

Duration:8-hour programme

Key areas to be covered:

- Responsibilities, legal and ethical framework
- Action at emergency
- Basic life support
- Injury - basic concepts, causes and principles of management
- Injury prevention
- Chemistry of fire
- Classification of fires
- Types and uses of portable fire extinguishers
- Sources of ignition
- How fire spreads
- Fire prevention

#### Module 6: Health & Safety at the Workplace

Duration:8-hour programme

This module will provide staff with information and skills necessary to work and co-operate with the employer in maintaining a healthy and safe working environment.

Key areas to be covered:

- Occupational health and safety regulations
- Principles of health and safety
- Provision of information to workers
- Visual display units
- Correct manual handling

#### Module 7: Management Programme

Duration: 12 week programme  
(2 sessions of 4 hours per week)

This module will provide senior managers with a degree of project management, campaign management, fund-raising and management of volunteers.

Key areas to be covered:

#### Project Management

- What is a project?
- Kinds of projects
- Project management roles and responsibilities in museums
- Project initiation
- Project planning activities
- Monitoring the project plan
- Reviewing and evaluating projects

#### Campaign Management

- Marketing within a non-profit environment
- Key concepts related to fundraising
- Ways of raising non-profit funds
- Methods of evaluating campaign performances
- The importance of donor relations

#### Managing Volunteers

- Contextual issues in managing volunteers
- Team Building
- Team Communication and Motivation
- Internal and external dynamics

### Module 8: Basic Museum Curatorial Skills

Duration: 8-hour programme

This module will provide all staff with the essential elements of developing the necessary skills of a curator.

Key areas to be covered:

- Object orientation
- Object care
- Object dissemination and reception
- Object audiences
- Objects and the museum
- Interpersonal skills

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

1. An effective training programme
2. A successfully delivered training programme to meet skill shortages for all participants.
3. On successful completion of the training programme, participants will be presented with a standard requirement end of training certification for all Modules.

### 3. Assumptions and Risks

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

None, however bidders are encouraged to state any assumptions they are considering in their bid.

### 3.2 - Risks

The risks are the same like any other Training programme.

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 Project Description

To provide a degree of formal training with the aim of improving the overall management of Fondazzjoni Wirt Artna sites and enhance the visitor experience.

#### 4.1.3 Target Groups

The training will be provided to senior and general museum staff. On successful completion of the training programme, participants will be presented with a standard requirement end of training certification for all Modules.

### 4.2 - Specific Activities

Training Programme covering the below modules;

Module 1: Principles of Visitor Management  
Module 2: Selling Essentials  
Module 3: Office Administration  
Module 4: Staff Management  
Module 5: First Aid and Fire Fighting  
Module 6: Health & Safety at the Workplace  
Module 7: Management Programme  
Module 8: Basic Museum Curatorial Skills

The training content, on which the training is based, is provided in 2.2 Specific Objectives. The Training Provider shall be responsible for the creation and duplication of all printed training handouts, exercise papers and similar documentation used during the course. The Training Provider shall give a hard copy of the handouts to each course participant. However the Training Provider is free to supply additional training handouts in a soft copy version at his own discretion and at no cost to the Project Leader.

The handouts provided by the Training Provider shall comply with the following requirements:

- have clear print and layout (font to be used cannot be less than size 10);
- have clear instructions;
- give clear guidance on practical issues, such as the use of 'cross' or 'very good' to mark the correct answer;
- make sensible use of graphics;
- are free from grammatical or/and language/syntax errors;
- include sufficient practice questions for trainees to be clear about the type of exercises to expect and about how these should be dealt with;
- have consistent presentation, eg. the relationship of graphic materials on successive pages to the content of the item;
- avoid confusing trainees by including irrelevant visual materials or images that are not clear;

- be free from bias in terms of race, gender, disability, religion, age, sexual orientation, family responsibilities, etc;
- present questions, or items, in a logical order, and where appropriate link to some questions or items on which the trainee will be assessed upon at the end of the course;
- avoid the use of contents that make it difficult for the trainee to understand.

It is to be made clear that no additional costs for training material shall be incurred by the Project Leader.

#### *4.3 - Project Management*

##### *4.3.1 Responsible Body*

The Fondazzjoni Wirt Artna (FWA) shall be the final beneficiary. The Tenderer will be accountable to the FWA Project Leader at all times.

##### *4.3.2 Management Structure*

The Project is handled by the Chairman's Office within the FWA structure. To assist, FWA have engaged the Project Coordinator who represents FWA on all implementation matters relating to this project. Project Administrator is to be engaged who will be responsible for undertaking the administrative tasks attached to the EU funded project. A Project Management Team will be set up and headed by the project leader with the other members being the project co-ordinator, the project administrator

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

None.

### **5. Logistics and Timing**

#### *5.1 - Location*

Training service providers have to provide for the training premises and facilities that meet the course requirements. The training provider shall bear all associated venue costs.

The intended commencement date shall be determined at a later stage. Sessions will be preferably held in the morning. Each module needs to be delivered within the total hours listed below. Fondazzjoni Wirt Artna reserves the right to request the Training service provider to deliver the module in one day.

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

The intended commencement date shall be decided by Project Leader upon signing of Contract and the period of execution of the contract will be 12 WEEKS from this date. Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

### **6. Requirements**

#### *6.1 - Personnel*

##### *6.1.1 Other Experts*

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

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology & Terms of Reference. For the purposes of this contract, international experts are considered to be those whose permanent residence is outside the beneficiary country while local experts are considered to be those whose permanent residence is in the beneficiary country.

The Tenderer should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

Note that civil servants and other staff of the Public Service of the beneficiary country cannot be recruited as experts. See sub-article 9.5 of the General Conditions.

#### *6.1.2 Support Staff and Backstopping*

As appropriate.

#### *6.2 - Accommodation*

Training service provider (Tenderer) has to provide for the training premises and facilities that meet the course requirements. The Training provider will bear all associated venue and any other ancillary costs involved. All office expenses including stationery and printing are to be covered by the global price quoted.

#### *6.3 - Facilities to be provided by the Training Provider (Contractor/Tenderer)*

The Training provider shall bear all associated venue and any other ancillary costs involved.

Venue details/facilities are to be provided with this Tender including photos and scaled plan, and shall conform to latest KNPD Guildines "Access for All".

The Training provider shall ensure that Key Experts are adequately supported and equipped. In particular, the Training provider shall ensure that sufficient administrative and clerical support is provided to the Key Expert to enable them to concentrate on the delivery of the training.

The training rooms provided have to be 'accessible to all' as defined by the Commission for Persons with Disability. The training rooms shall have all the necessary equipment for the effective delivery of the training, such as computers (obligatory for courses related to IT), projectors, flipcharts, and so forth. The venue must be of an adequate size and must have the necessary ergonomic facilities to fit the length of the course. The venue/s shall ideally be in areas that are easily reached by public transport. Moreover, the Contractor shall ensure that the venue is adequately equipped as per tender provisions.

The Contractor is advised that appropriate sanitary facilities, as per existing legislation, shall be provided. Moreover, the training room shall be ideally set up in a U-shaped manner in order to facilitate communication between the Key Experts and the trainees and to increase interactivity between trainees themselves.

#### *6.4 - Equipment*

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. All required equipment to deliver this training programme shall be borne by the Tenderer.

The Training Provider shall suggest the methods to be used for the delivery of the courses, which are to be approved by the Project Leader prior to the start date of the course instance. Prior to changing any delivery methods, the Training Provider shall obtain approval from the Project Leader. The Training Provider shall also ensure that a consistent, organised methodology is used throughout all courses.

When training is delivered through PowerPoint presentations, the Training Provider shall ensure that the slides are easily legible, and, moreover do not contain too much information.

In the event that the Training Provider opts to use videos to illustrate a concept, it is to be clearly accepted and understood that videos cannot be lengthy and should not account for a substantial time of the training session (for example if the training session is of one hour duration, the video should not be longer than 20 minutes).

The Training Provider shall on no account purchase any equipment on behalf of the Project Leader. The Training Provider shall ensure that before the start of each session the training material to be used during training is prepared and the equipment is fully functional and in good working order.

The Training Provider must also ensure that at all times Key Experts answer in a clear and comprehensive manner the questions put or the issues raised by trainees.

## 7. Reports

### *7.1 - Reporting Requirements*

The training service provider will be required to submit a progress report every 4 weeks, a final progress report and a final implementation report upon completion, which is to include achievements, challenges during implementation, and recommendations for improvement.

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

A copy of the final implementation report referred to above must be submitted to the Project Leader. The final implementation report must be written in English. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### *8.1 - Definition of Indicators*

The Training Provider shall have his/her performance measured and evaluated against milestones and objectives set out in the project plan and/or its authorised revisions.

Monitoring visits shall be conducted by the Project Leader's personnel to ensure that the training being delivered meets the objectives and learning outcomes, as well as that the delivery of training is of a high quality. Checks to be performed by the Project Leader's personnel may take place at the Training Provider's premises, both during and after office hours. Checks carried out at the Training Provider's premises will include, but not exclusively, verifications with respect to Key Experts requirements.

Checks carried out at the training venue will include, but not exclusively, the quality of training delivery, adherence to the agreed course schedule, appropriateness of training facilities, quality of training handouts, and proper use and upkeep of documentation, such as attendance sheets,

publicity requirements and related documentation.

In the event that following the checks or during the administration of the course a number of irregularities are identified by the Project Leader’s personnel, the Project Leader shall, at its discretion, impose a penalty depending on the severity and frequency of such irregularities. The severity of any irregularities shall be determined solely by the Project Leader. The following table gives an indication of the applicability of these penalties:

| Severity | Description of Irregularity                                                                                                                                                                                                                                             | Penalty |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| High     | Irregularities classified as high will strongly affect the outcomes and objectives of the training course.<br><br>Example: Key Expert does not meet the requirements set in the terms of reference; delays in starting a course[Note A] or unavailability of Key Expert | €300    |
| Medium   | Irregularities classified as medium will affect the outcomes and objectives of the training course up to a certain extent.<br><br>Example: Handouts provided to trainees are not legible; or frequent changes of Key Expert                                             | €150    |
| Low      | Irregularities classified as low will not affect the outcomes and objectives of the training course, but affect proper administration.<br><br>Example: Attendance sheet or documentation not submitted within the stipulated timeframe                                  | €50     |

## 8.2 - Special Requirements

None.





## 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

## VOLUME 4 - FINANCIAL BID

Global price for The Provision of Staff Training Services as outlined in the Tender Document, FWA 611.

| Description                                    | Price inclusive of all taxes but excluding VAT<br>Amount in Euro (€) | VAT<br>Amount in Euro (€) | Total inclusive of VAT<br>Amount in Euro (€) |
|------------------------------------------------|----------------------------------------------------------------------|---------------------------|----------------------------------------------|
| Provision of Staff Training Services - FWA 611 | €.....                                                               | €.....                    | €.....                                       |
|                                                | Amount in Words:                                                     | Amount in Words:          | Amount in Words:                             |
|                                                | .....                                                                | .....                     | .....                                        |
|                                                | .....                                                                | .....                     | .....                                        |
|                                                | .....                                                                | .....                     | .....                                        |
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|                                                | .....                                                                | .....                     | .....                                        |