



MALTA RESOURCES AUTHORITY



EUROPEAN REGIONAL DEVELOPMENT FUND
MALTA2007-2013

Malta Resources Authority

Millennia, Aldo Moro Road, Marsa MRS 9065 Malta

Telephone: (356) 21220619

Fax: (356) 22955200

Closing Date: 16 September 2011 at 10:00 a.m.

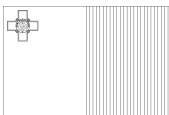
Date Published: 26 August 2011

SUBJECT: Tender for clerical services
Project ERDF 088 – Promotion of Renewable Energy
Sources in the Domestic Sector

Tender Document: (MRA/ENE/60/11)

IMPORTANT

This Tender does not require the submission of a Bid Bond



Operational Programme I – Cohesion Policy 2007-2013
Investing in Competitiveness for a Better Quality of Life
Project part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds
Investing in your future



**TENDER FOR CLERICAL SERVICES
PROJECT ERDF 088 – PROMOTION OF RENEWABLE ENERGY SOURCES
IN THE DOMESTIC SECTOR**

TABLE OF CONTENTS

PART 1:	4
1.0 SCOPE OF TENDER	4
1.1 Introduction	4
1.2 Tender Documentation	4
2.0 TENDER PROCESS	5
2.1 General Instructions (Pre Submission of Tenders)	5
2.2 Eligibility	6
2.3 Only one Tender per Tenderer	6
2.4 Tender expenses	6
2.5 Labour Law	6
2.6 Law.....	7
2.7 Language of Tenders / Preparation of Tenders.....	7
2.8 Tender Rates/Prices.....	7
2.9 Currencies of Tender and Payments	7
3.0 TENDER SUBMITTALS	8
3.1 Method of Submissions.....	8
3.2 Late Tenders.....	9
4.0 OPENING AND EVALUATION OF OFFERS	9
4.1 Opening of Tenders.....	9
4.2 Secrecy of the Procedure.....	9
4.3 Clarification of Tenders.....	10
4.4 Tender Evaluation Process	10
5.0 CONTRACT AWARD	10
5.1 Criteria for Award	10
5.2 Right of the Contracting Authority to accept or reject any Tender	10
5.3 Notification of Award of Contract.....	11
5.4 Contract Signing and Performance Guarantee.....	11
6.0 GENERAL CONDITIONS	13
7.0 CONTRACT SPECIAL CONDITIONS	14
7.1 General.....	14
7.2 Data Protection and Freedom of Information.....	15
7.3 Gender Equality.....	16
8.0 TENDER SPECIFICATIONS AND CONDITIONS	17
8.1 Contract Objective	17
8.2 Contract Term and Frequency of Use	17
8.3 Services Required.....	17
8.4 Qualification Criteria.....	18

PART 2:	19
TENDER FORM	19
TENDERER'S DETAILS	22
ARTICLE 49 DECLARATION	23
STATEMENT ON CONDITIONS OF EMPLOYMENT	26
SPECIFICATIONS FORM	27
SCHEDULE OF PRICES & RATES	29
TENDER SUBMISSION CHECKLIST	30

**TENDER FOR CLERICAL SERVICES
PROJECT ERDF 088 – PROMOTION OF RENEWABLE ENERGY SOURCES
IN THE DOMESTIC SECTOR**

PART 1:

1.0 SCOPE OF TENDER

1.1 Introduction

- 1.1.1 This Tender, which is being issued by the Malta Resources Authority, hereinafter referred to as “the Contracting Authority”, is for the engagement of a clerk/s to carry out clerical services in connection with Project ERDF 088 – Promotion of Renewable Energy Sources in the Domestic Sector. In as much, this call is part financed by the European Union European Regional Development Fund (ERDF). Co-financing rate: 85% EU Funds; 15% National Funds.
- 1.1.2 Each Clerk shall be required to carry out duties as described further on and as requested by the Contracting Authority. Payments will be on an hourly rate basis. The Contract shall be operative for a period of one year, renewable for a further period of one year at the discretion of the Contracting Authority.
- 1.1.3 The award of this tender shall, for all intents and purposes, not constitute a contract of employment, and the clerk/s shall not be deemed nor considered as an employee of the Contracting Authority.
- 1.1.4 The successful tenderer will normally be expected to provide the requested duties for an average of 40 hours per week during office hours throughout the tender period. **The services will be paid at the rate of €8 per hour excluding VAT.**

1.2 Tender Documentation

- 1.2.1 Each submission for Tender must clearly indicate the details of the tenderer responsible for the provision of these services and must be accompanied by a detailed **Curriculum Vitae** of the person/s proposed. The **Curriculum Vitae** must indicate amongst other things both the experience of the clerk in work of a similar nature and his/her academic qualifications.
- 1.2.2 A form entitled “**Schedule of Rates/Prices**” is also attached with the Tender Document. This form must be filled in and submitted with the tender document. Prospective bidders shall not at any time of the contract period request a revision of the rates/prices. **Failure to fill in the form shall disqualify the tender submission.**
- 1.2.3 A form entitled “**Tenderer’s Details Form**” is attached with the Tender Document. Prospective bidders are requested to fully complete the form (including the Tenderer’s Declaration form), and submit it with the Tender Document. Details of each clerk must be filled in separate forms.
- 1.2.4 Tenderers shall complete the attached “**Form of Tender**” as required, also confirming the tenderer’s undertaking that the offer shall not be retracted or withdrawn for a period of three (3) months from the closing date of the offer. **Failure to submit this form**

completed in all respects, shall disqualify the bid.

- 1.2.5 A form entitled “**Statement on Conditions of Employment**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document.
- 1.2.6 A form entitled: “**Specification Form**” is attached with the Tender Document. Prospective bidders are requested to complete the form by filling in the requested data and submit it with their Tender offer.

2.0 TENDER PROCESS

2.1 General Instructions (Pre Submission of Tenders)

- 2.1.1 In submitting a Tender, the tenderer accepts in full and its entirety, the content of this Tender Document, including subsequent Clarifications issued by the Contracting Authority, whatever its own corresponding conditions may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Document.
- 2.1.2 No account shall 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 further.
- 2.1.3 The Tender Evaluation Committee shall, after having obtained approval by the Contracting Authority, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-clauses 1.2.3, 1.2.5, and 1.2.6 **only**. Such rectification/s shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered further.**
- 2.1.4 Tenderers bear the sole liability of 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 shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 2.1.5 Tenderers shall promptly notify the Finance and Administration Section, within the Malta Resources Authority, of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.
- 2.1.6 Tenderers requiring clarification or interpretations of the Tender Document shall make a written or faxed request (fax number 22955200) or via e-mail (email address: enquiry@mra.org.mt) at least **six (6) working days prior** to the closing date for receipt of Tenders. **Any request after this date shall not be accepted.**
- 2.1.7 Any interpretations, corrections or changes to the Tender Document by the Contracting Authority shall be made by an official addendum. Interpretations, corrections or changes made in any other manner shall not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.
- 2.1.8 Addenda shall be faxed or emailed to all those who are known by the Contracting

Authority to have procured a complete Tender Document.

- 2.1.9 No addenda shall be issued later than four (4) working days prior to the date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.
- 2.1.10 The Contracting Authority may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.
- 2.1.11 The tenderer shall provide all documents required by the provisions of the Tender document. All such documents, without exception, shall comply strictly with these conditions and provisions, and contain no alterations made by the tenderer.

2.2 Eligibility

- 2.2.1 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, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 2.2.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Contracts Regulations, 2010 (Legal Notice 296 of 2010) shall be excluded from participation in the award of the Contracts. Tenderers or candidates who have been guilty of making false declarations shall also incur financial penalties representing 10% of the total value of the contract being awarded.
- 2.2.3 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.

2.3 Only one Tender per Tenderer

- 2.3.1 Submission or participation by a tenderer in more than one tender for a contract shall result in the disqualification of all those tenders for that contract in which the party is involved.

2.4 Tender expenses

- 2.4.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 2.4.2 The Contracting Authority shall 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/her Tender.

2.5 Labour Law

- 2.5.1 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.

2.6 Law

- 2.6.1 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.

2.7 Language of Tenders / Preparation of Tenders

- 2.7.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Authority shall be written in English.
- 2.7.2 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 shall prevail.
- 2.7.3 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialled by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Authority.
- 2.7.4 The Tender shall contain no changes or alterations, other than those made in accordance with instruction issued by the Contracting Authority (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialled by the person signing the tender.
- 2.7.5 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Authority.

2.8 Tender Rates/Prices

- 2.8.1 The Tender rate of €8 per hour shall cover the whole of the services as described in the Tender Document.
- 2.8.2 The rate of the Contract shall include all of the works to be provided. The set rate is fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

2.9 Currencies of Tender and Payments

- 2.9.1 The currency of the Tender is the Euro (€).
- 2.9.2 Notwithstanding the provisions of payment terms referred to under the relative Clause of

the General Conditions for Service Contracts (article 26, Payments and Interest on late payments) no pre-financing will be paid in this contract. The selected clerks will have to submit an invoice and a fiscal receipt for payments to be effected. Payment under this contract shall be effected every four weeks provided that the invoices are accepted and certified by the Contracting Authority and that the services conducted are carried out to the satisfaction of the Officer in charge of the Contract. In breach of this time limit a Contractor shall be entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period. The provisions established in the General Conditions for Service Contract for late payment (Article 26) are not applicable.

- 2.9.3 Payment of bills shall be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of the Contract.

3.0 TENDER SUBMITTALS

3.1 Method of Submissions

- 3.1.1 A written proposal for this call of Tender shall be submitted at the Finance and Administration Section of the Malta Resources Authority, Marsa by the time and date indicated in the attached notice. Tenders are to be delivered to the following address:

**The Financial Controller
Finance and Administration Section
Malta Resources Authority
Millennia, 2nd Floor
Aldo Moro Road
Marsa, MRS 9065
MALTA**

Late submissions shall not be accepted. The proposal for this Tender shall be closed in a sealed package with the Advert Number clearly marked on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the Tender Box at the Finance and Administration Section of the Malta Resources Authority. Under no circumstances will hand delivered tenders be accepted if they are handed to an employee of the Malta Resources Authority instead of being deposited in the Tender Box as stipulated above. **Any method of submission other than the above shall NOT be accepted.**

- 3.1.2 By casting the Tender, the tenderer shall be deemed to be in a position to carry out all the services specified in this Tender Document.
- 3.1.3 Each Tenderer shall ascertain, prior to submitting his/her Tender, that he/she has received all addenda issued and shall acknowledge their receipt in his/her Tender.
- 3.1.4 Tenderers shall quote their VAT Registration Number in the appropriate space provided in the Tenderers' Details Form. Moreover, prospective bidders shall be bound to conform in all respects to the VAT legislation and regulations.
- 3.1.5 Tenderers are required to submit the following set of documents with their tender

submission and for each option submitted (if any):

- a. **Schedule of Rates/Prices** as per Clause 1.2.2
- b. **Tenderer's Details Form** as per Clause 1.2.4
- c. **Form of Tender** as per Clause 1.2.5
- d. **Statement on Conditions of Employment** as per Clause 1.2.6
- e. **Specification Form** as per Clause 1.2.8
- f. **Curriculum Vitae**
- g. **Photocopy of qualifications and Article 49 declaration**
- h. **Police Conduct Certificate**

3.1.6 The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organisation, and shall not be disclosed or copied without your consent, to anyone outside the Company unless the law permits us to.

3.2 Late Tenders

3.2.1 All Tenders received after the deadline for submission specified in the contract notice or these instructions shall be kept by the Contracting Authority. The associated guarantees shall be returned to the tenderers (if any).

3.2.2 No liability shall be accepted for late delivery of Tenders. Late Tenders shall be rejected and shall not be evaluated.

4.0 OPENING AND EVALUATION OF OFFERS

4.1 Opening of Tenders

4.1.1 Tenders shall be opened in public session on the date and time indicated in the Tender advert and in the Tender Document, at the Finance and Administration Section of the Malta Resources Authority, Marsa, Malta by the Tender Opening Board. The Board shall draw up a 'Schedule of Tenders Received' which shall be published on the notice board at the Finance and Administration Section and shall also be available for public viewing.

4.2 Secrecy of the Procedure

4.2.1 After the opening of the Tenders, no information about the examination, clarification, evaluation or comparison of Tenders or decisions about the Contract award shall be disclosed before the notification of award.

- 4.2.2 Information concerning checking, explanation, opinions and comparison of Tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 4.2.3 Any attempt by a tenderer to approach any member of the Evaluation Committee / Contracting Authority directly during the evaluation period shall be considered legitimate grounds for disqualifying his/her Tender.

4.3 Clarification of Tenders

- 4.3.1 When checking and comparing Tenders, the Evaluation Committee may, after obtaining approval from the Departmental Tenders Committee, ask a tenderer to clarify any aspect of his/her tender.
- 4.3.2 Such requests and the responses to them shall be made by email or fax. They may in no circumstances alter or try to change the content of the Tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

4.4 Tender Evaluation Process

- 4.4.1 **Part 1, Administrative compliance:** The Evaluation Committee shall check the compliance of Tenders with the instructions given in the Tender Document.
- 4.4.2 The Evaluation Committee shall, after having obtained approval from the Departmental Tenders Committee, request rectification in respect of incomplete/non-submitted information pertinent to the documentation as outlined in clause 2.1.3 of this Tender document. Such rectifications shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered any further.**
- 4.4.3 **Part 2, Eligibility and Selection compliance:** Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:
- a) Eligibility Criteria
 - b) Experience and suitability, based on their Curriculum Vitae and interview.

5.0 CONTRACT AWARD

5.1 Criteria for Award

- 5.1.1 The award criterion shall be the tenderer's experience and suitability, based on his/her Curriculum Vitae and an interview with the Evaluation Committee.

5.2 Right of the Contracting Authority to accept or reject any Tender

- 5.2.1 The Contracting Authority reserves the right to accept or reject any Tender and/or to cancel the whole Tender procedure and reject all Tenders, at any time prior to the award of

Contract. In so doing, the Contracting Authority shall not be liable to give any reason whatsoever. Furthermore, in such an event, the Contracting Authority reserves the right to initiate a new invitation to Tender.

5.2.2 In the event of a Tender procedure's cancellation, tenderers shall be notified by the Contracting Authority. If the Tender procedure is cancelled before the opening of any envelope of any Tender, the sealed envelopes will be returned, unopened to the tenderers.

5.2.3 Cancellation may occur where:

- a) the Tender procedure has been unsuccessful, namely where no qualitatively 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) there have been irregularities in the procedure, in particular where these have prevented fair competition.

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

5.3 Notification of Award of Contract

5.3.1 Prior to the expiration of the period of validity of Tenders, the Contracting Authority shall notify the successful tenderer, in writing, that his/her Tender has been recommended for award by the Evaluation Committee, pending any appeal being lodged in terms of Part II, Regulation 21 of the Public Contracts Regulations, a copy of which is reproduced hereunder .

5.3.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and shall be provided with the following information:

- a) the criteria for award;
- b) the name of the successful tenderer;
- c) the deadline for filing a notice of objection (appeal);
- d) the deposit required if lodging an appeal.

5.3.3 The recommendations for award shall be published on the notice board of the Contracts and Procurement Section. It shall be the obligation of the Tenderer to periodically check that such recommendations have been so published.

5.4 Contract Signing and Performance Guarantee

5.4.1 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.

- 5.4.2 At any time prior to the award of the tender, the Contracting Authority reserves the right to request the tenderer to provide a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with Corporation. In those cases where tenderers intend to sub-contract the works, they shall produce an original or authenticated certificate from ETC which indicates the respective registration number of the nominated subcontractors. The certificate shall be required for the sole purpose of confirming that the tenderer possesses, or has available, adequate human resources to perform the contract to a timely and successful completion. **Any tenderer who fails to provide the requested certificate/s when requested to do so, shall be disqualified from further consideration towards the award of the contract.**
- 5.4.3 Within 5 working days from receipt of letter of intent, from the Contracting Authority, the successful tenderer shall call at the Contracts and Procurement Section to sign and date the contract. The Contract would not be signed unless the successful tenderer furnishes personally the performance guarantee (where applicable). On signing of the Contract by the Contracting Authority the successful tenderer will become the Contractor and the contract will enter into force.
- 5.4.4 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 5.4.5 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 5 working days' period, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the Bid Bond (if any), claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- The tenderer whose tender has been evaluated as the second ranking may be recommended for award, and so on and so forth.
- 5.4.6 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.

Reproduction of Regulation 21, Part II of the Public Procurement Regulations 2010

Right of Recourse

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 Organisation 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.

6.0 GENERAL CONDITIONS

6.1.1 The full set of General Conditions for Supply / Works / Services Contracts (Version 1.01 dated 15 March 2010 and Version 1.02 dated 2nd June 2010) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

- 6.1.2 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 in so far as these general conditions are not in conflict with the tender document. In the event of any conflict between the tender document and the General Conditions for Service Contracts the provisions of the tender document shall apply.

7.0 CONTRACT SPECIAL CONDITIONS

7.1 General

- 7.1.1 This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta)
- 7.1.2 Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.
- 7.1.3 The acceptance of the Tender under this contract shall not hinder the Contracting Authority from procuring works/supplies/services (as applicable) similar in nature to those requested by this Tender, but which fall outside the scope of this Tender in terms of quantity, quality and/or specifications, from any other source if and whenever is considered necessary. In these circumstances, the Contractor shall not claim any right whatsoever to be assigned such similar works/supplies/services.
- 7.1.4 The Contractor cannot, directly or indirectly, subcontract or handover any part of this contract without the prior approval of the Contracting Authority, after a written request to this effect by the Contractor.
- 7.1.5 The Contractor shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her subcontractors, including any third parties involved in the execution of this tender.
- 7.1.6 The Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notice that form part of his/her Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding Health-and-Safety issues, as they apply for the Contractor's particular operating situation and nature of work activities.
- 7.1.7 The successful Contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by the Company and as may be further detailed in this Contract.
- 7.1.8 The Contractor shall allocate all necessary resources to safeguard the health and safety of operatives, including those of subcontractors, and of any persons whom the Works may affect. The Contractor shall undertake to perform all necessary risk assessments, H&S

procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by the Contracting Authority. This also includes the provision by the Contractor of all necessary personal protective equipment, mainly personnel on site are to wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves, vaccinations and medical check-ups (if required) to all his/her employees, including those of subcontractors, employed on site or who are employed to execute the services requested in this Contract. The Contracting Authority reserves the right to carry out inspections in this respect and if the Contractor is found non-compliant then the Contracting Authority shall ask the Contractor to abide with H&S regulations with immediate effect. Subsequent notifications may imply that the Contractor is disqualified from the tender following which the Contracting Authority will seek the services requested from the second ranking Tenderer.

- 7.1.9 A daily penalty of Two Hundred Fifty Euro (€250) shall be charged to the Contractor if he/she fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document. In such case, the Contracting Authority shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three working days from the notification, or else, as may be otherwise required by the Contracting Authority. Moreover, the Contracting Authority reserves the right to engage other contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the contractor. During the period the daily penalty is being applied, the Contracting Authority reserves the right to terminate the contract and award the contract to other bidders competing in the same tender.
- 7.1.10 Should the abovementioned Clause (7.1.9) be applied, the final sum due to the contractor shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.
- 7.1.11 The Contractor shall follow and execute all legitimate directives and instructions issued by the Contracting Authority. The procurement detailed in this tender is authorised by the Contracting Authority as represented on site by the designated Officer in charge of the Contract, who shall verify that all the conditions stipulated in this tender are adhered to. All works to be carried out by the contractor shall always be under the direction and supervision of the Officer in charge of the Contract, who may be assisted by a technical officer or employee of the Contracting Authority.

7.2 Data Protection and Freedom of Information

- 7.2.1 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 Central Government Authority/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.
- 7.2.2 The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations 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 Central Government Authority in terms of the Act.

7.3 Gender Equality

- 7.3.1 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.

8.0 TENDER SPECIFICATIONS AND CONDITIONS

8.1 Contract Objective

8.1.1 This Tender is for the engagement of a clerk/s to carry out clerical services in connection with Project ERDF 088 – Promotion of Renewable Energy Sources in the Domestic Sector.

8.2 Contract Term and Frequency of Use

8.2.1 The Contract shall be operative for a period of one year, renewable for a further period of one year at the discretion of the Contracting Authority. The commencement of this contract shall be upon the issuance of the '**Order to Start Works**', issued by the Contracting Authority. The Contractor will be expected to sign a confidentiality agreement prior to the commencement of the contract. Unsatisfactory performance during the contract period will lead to termination of the contract.

8.3 Services Required

The services to be provided shall include:

- i. Dealing with cases in accordance with regulations, instructions or general practice: scrutinise, check and cross-check straightforward accounts, claims and returns; prepare return accounts or statistics in a prescribed form; collect material for consideration.
- ii. Direct customer services, if necessary through personal involvement and direct contact with customers;
- iii. Copy, type, file, operate office machines, operate computer terminals and workstation
- iv. Report to professional and technical offices for clerical and other accounting duties.
- v. Collect and pay cash and keep relative records
- vi. Deal with public encounters or reception desk problems
- vii. Answer queries and handle complaints

This is not a complete statement of all duties and responsibilities of this post. The post holder may be required to carry out other duties as directed by a supervising officer, and the responsibility level of any duties should not exceed those outlined above.

The contact point within the Authority for the clerk/s will be the Unit for the Energy Efficiency and Renewable Energy Sources, or any other officer as may be designated by the Chief Executive Officer.

The contracted party shall normally be expected to work an average of 40 hours per week during office hours. Office space and computer equipment will be provided by the Contracting Authority.

All duties carried out by the Clerks shall be performed diligently and to high standards of professional competence. This Contract shall be terminated or suspended if the Clerk does not carry out the requested duties to the standards and practices stipulated by the Authority.

If the Authority deems that a work assignment has not been performed to its satisfaction, the Clerk shall be requested to rectify at no extra payment, and within the time-limits and upon those instructions as shall be given by the Authority.

8.4 Qualification Criteria

Persons eligible for consideration to provide the clerical services must as a minimum:

- be in possession of six (6) 'O' levels showing passes at ordinary level in Maltese, English Language and Mathematics and at least three other subjects or comparable qualifications; or
- produce evidence that they had held a regular employment with the Malta Government or other reputable institution not below the grade of clerk; or
- be in possession of passes in Modules 2,3,4 of the ECDL or a minimum of ten (10) years experience in clerical duties;
- be 18 years of age or older. Applicants should produce their Birth Certificate;
- have the ability to communicate in the Maltese and English Languages; and
- be proficient in the use of widely available software packages; and
- be of good moral character (a police certificate of conduct issued within six months prior to the closing date of applications should be provided).

In addition, applicants must be:

- (i) citizens of Malta; or
- (ii) citizens of another European Union member State; or
- (iii) citizens of other countries to which the EU provisions on free movement of persons apply (in case of difficulty the Ministry of Foreign Affairs is to be consulted regarding the countries to which EU provisions apply); or
- (iv) the spouse and children, even if they are third country nationals, of any person mentioned at (i), (ii) and (iii) above, provided they are eligible to work in Malta under current legislation. This should be determined with the advice of the Director, Citizenship and Expatriate Affairs, Ministry for Justice and Home Affairs.

Preference will be given to applicants who have experience in EU funded projects.

PART 2:



MALTA RESOURCES AUTHORITY



EUROPEAN REGIONAL DEVELOPMENT FUND
MALTA2007-2013

TENDER FORM

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

Place and Date:

Publication reference: MRA/ENE/60/11

Name & address of Contracting Authority: Malta Resources Authority
Millennia 2nd Floor
Aldo Moro Road
Marsa

Tender for clerical services in connection with Project ERDF 088

A TENDER SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		

* 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'.

B CONTACT PERSON (for this tender)

Name	
Address	

Telephone	(____) _____
Mobile	(____) _____
Fax	
E-mail	

C TENDERER'S DECLARATION(S)

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

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

- 1 I have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender. I hereby accept the contents thereto in their entirety, without reservation or restriction. I also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

- 2 I 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:

Clerical services

- 3 This tender is valid for a period of 3 months from the final date for submission of tenders.

- 4 I am making this application in my own right for this tender. I confirm that I am not tendering for the same contract in any other form.

- 5 I am not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. I also declare that I have not been convicted criminally, or found guilty of professional misconduct. Furthermore, I am up-to-date in the payment of social security contributions and other taxes.

- 6 I accept that I 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.

- 7 I 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. I have no interest of any nature whatsoever in any other tender in this procedure. I recognise that my tender may be excluded if I propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of my tender.

- 8 I will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. I also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in my exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 9 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in clause 2.1.3. I 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 my offer not being considered any further.
- 10 I note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards me should it do so.

Name and Surname: _____

I.D. / Passport Number: _____

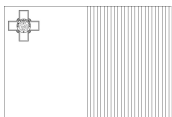
Signature of tenderer: _____

Duly authorised to sign this
tender on behalf of: _____

Company/Lead Partner VAT No: _____
(if applicable)

Stamp of the firm/Company: _____

Place and date: _____



Operational Programme I – Cohesion Policy 2007-2013
Investing in Competitiveness for a Better Quality of Life
Project part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds
Investing in your future



TENDERER'S DETAILS

Name of Tenderer
Address
VAT Registration Number (if applicable)
Name of Contact Person
I.D. / Passport Number
Signature
Date

Article 49 Declaration

**STATEMENT ON EXCLUDING CIRCUMSTANCES OF ARTICLE 49 OF
PUBLIC**

CONTRACTS REGULATIONS 2005.

This declaration, duly completed, must be submitted by all tenderers and returned with the tender submission.

Name of Tenderer: _____

Address: _____

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation:

1. The tenderer is bankrupt or is being wound up; or whose affairs are being administered by the court, who has entered into arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national law and regulations.

[YES] [NO]

2. The tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court for an arrangement with creditors or of any other similar proceedings under national laws or regulations.

[YES] [NO]

3. The tenderer has been convicted of an offence concerning professional conduct by a judgment which had the force of res judicata in accordance with the laws of Malta.

[YES] [NO]

4. The tenderer has been declared guilty of grave professional misconduct proven by any

means which the contracting authorities can demonstrate.

[YES] [NO]

5. The tenderer has not fulfilled the obligations relating to the payment of social security contributions in accordance with the law of Malta or the country in which he is established.

[YES] [NO]

6. The tenderer has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is established.

[YES] [NO]

7. The tenderer is guilty of serious misrepresentation in supplying the information required under these regulations or has not supplied such information.

[YES] [NO]

8. The tenderer is the subject of conviction by final judgment for one or more reasons listed

below:

(a) participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA;

(b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;

(c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;

(d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.

[YES] [NO]

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Tenderers who have been guilty of making false declarations will incur financial penalties representing 10% of the total value of the contract being awarded. The rate may increase to 20% in the event of a repeat offence within five years of the first infringement.

SIGNATURE: _____ DATE: _____

NAME: _____ TEL: _____

STATEMENT ON CONDITIONS OF EMPLOYMENT

It is hereby declared 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.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

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

Date:

SPECIFICATIONS FORM

(To be completed by the Tenderer or an Authorised Representative)

Tender reference	Tender - Minimum Requirements	Specifications of proposal offered by Tenderer: <i>To be filled in by Tenderer</i>	Confirmation whether tenderer's offer meets tender's minimum requirements – <i>Mark Y (Yes) or N (No) as applicable</i>
	<ul style="list-style-type: none"> (i) be in possession of six (6) 'O' levels showing passes at ordinary level in Maltese, English Language and Mathematics and at least three other subjects or comparable qualifications; or (ii) produce evidence that they had held a regular employment with the Malta Government or other reputable institution not below the grade of clerk; or (iii) be in possession of passes in Modules 2,3,4 of the ECDL or a minimum of ten(10) years experience in clerical duties (iv) be 18 years of age or older. Applicants should produce their Birth Certificate; (v) have the ability to communicate in the Maltese and English Languages; and (vi) be proficient in the use of widely available software packages; and (vii) of good moral character. 		

**Name of
Tenderer:** _____

Date: _____

I.D. No.: _____

Signature: _____

SCHEDULE OF PRICES & RATES

This form must be filled in and submitted with the tender document. Failure to fill in the form shall disqualify the tendered submission.

Item	Description	Unit	Rate - Euros (excluding VAT but inclusive of any other charges/taxes)
1	Clerical services	Hour	€8.00

Tenderer's Declaration:

I hereby bind myself to start provision of services within _____
from date of Order to Start Works.

Name of
Tenderer:

Date:

I.D. No.:

Signature:

TENDER SUBMISSION CHECKLIST

The Tenderer is requested to tick in the boxes below to cross check that all documentation required in the Tender Document are completely filled-in and submitted with his/her Tender submission.

- SCHEDULE OF RATES & PRICES
- TENDERER'S DETAILS FORM
- FORM OF TENDER
- STATEMENT ON CONDITIONS OF EMPLOYMENT FORM
- SPECIFICATIONS FORM
- CURRICULUM VITAE
- PHOTOCOPY OF QUALIFICATIONS AND ART. 49 DECLARATION
- POLICE CONDUCT CERTIFICATE
- ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)
- NO ALTERATIONS TO THE DOCUMENT HAVE BEEN MADE

Name of Tenderer: _____ Date: _____

I.D. No.: _____ Signature: _____