TENDER NUMBER: T16/2011

ENGAGEMENT OF A MANAGING BODY FOR THE QAWRA / DWEJRA HERITAGE PARK GOZO

Date Published: 06/08/2011

Closing Date: 29/08/2011 **at 11:00am CET**

This Tender Document is free of charge

IMPORTANT:

- **No Bid Bond is requested for this tender**
- **Tenderers are bound by their offers for at least 150 days after the closing date**

Clarifications shall be uploaded and will be available to view/download from http://www.mepa.org.mt/info-tender

Malta Environment and Planning Authority
St. Francis Ravelin, Floriana, FRN 1230, Malta. Tel: (356) 22900000. Fax: (356) 22902295 Email: dcs@mepa.org.mt

SERVICE TENDER TEMPLATE

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VOLUME 1 SECTION 1 – INSTRUCTIONS TO TENDERERS

A. GENERAL PART

1. General Instructions

1.1 **In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Contracting Authority, whatever 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 Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification: 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(b), 16.1(c) and 16.1(d) 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 engagement of a managing body for the Qawra / Dwejra Heritage Park. *Brief description*

1.3 This is a global-price contract. *Choose as applicable.*

1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

	DATE	TIME*	
			If applicable
Deadline for request for any additional information from the Contracting Authority	12/08/2011	11:00am	*16 calendar days before deadline*
Last date on which additional information are issued by the Contracting Authority	23/08/2011	11:00am	*6 calendar days before deadline*
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	29/08/2011	11:00am	*As per Notice*

* 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. *As applicable*

4. Financing

4.1	The project is *financed* by the Government of Malta.	*Specify the EU Fund*
4.2	The beneficiary of the financing is the Malta Environment and Planning Authority.	*Specify the beneficiary*

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 76 of the Public Procurement Regulations.	*In case of open procedure*

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.

Selection Criteria must be requested in accordance with Regulations 51and 52 of LN 296/2010.

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

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

To be customised in accordance with Regulation 52 of LN296/2010, and to the tender's particular requirements.

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

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

- A list of the key experts and other staff proposed for the execution of the contract. 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 staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

  The Key Expert(s) proposed should meet the following criteria in relation to qualifications and experience:

  a. Qualifications:

  A first level degree or higher in any of the following: nature conservation, protected area management, earth sciences; and with 3 years experience or more in project management,

  or

  A first level degree or higher in project management or related qualifications with 3 years experience or more in nature conservation and/or protected area management.

  b. Experience:

  Relevant experience in carrying out services of a similar nature and/or scope over the past 3 years.

  Fluent verbal and written English and Maltese are a necessity.

  Skills in mediation, conflict management and stakeholder involvement.

  A proposed Key Expert not meeting the above criteria and description cannot be considered to meet the selection criteria.

  All experts who have a crucial role in implementing the contract are referred to as Key Experts. Where this may be feasible, one person may take the role of more than one expert profile provided that all the qualifications and skills for these positions are met by this same person.

Examples are indicative: *Specify the minimum value/quantity of projects (proportionality)*

Preferably, only one threshold is to be applied.

Special reference should be made to Art. 52 (e) of LN296/2010 regarding experience of personnel. Experience may be used as a selection criterion but not as an award criterion.

Key Experts may need to be backed up by other experts with a similar profile needed to fulfil the activities of this contract.

- A brief description of the individual/entity's background and evidence of relevant past assignments and portfolio. In case of a non-governmental organisation a copy of the certificate of registration as issued by the Commissioner for Voluntary Organisations.

7. Only One Tender Per Tenderer

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

7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.

7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

8. Tender Expenses

8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

8.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

9. Site Inspection

9.1 No clarification meeting/site visit is planned.

B. TENDER DOCUMENTS

10. Content of Tender Document

10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:

To be amended according to the tender's particular requirements

Volume 1	Instructions to Tenderers	
Volume 2	• Draft Contract • General Conditions (available online from www.contracts.gov.mt/conditions) • Special Conditions	
Volume 3	Terms of Reference	
Volume 4	Model Financial Bid	
Volume 5	Drawings	*If applicable*

10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

11.1 Tenderers may submit questions in writing to the Contracting Authority by sending an email to dcs@mepa.org.mt up to 16 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Malta Environment and Planning Authority (www.mepa.org.mt/info-tender). Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

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

12. Labour Law

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

13. Law

13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by

Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

C. TENDER PREPARATION

14. Language of Tenders

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

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

15. Presentation of Tenders

15.1 Tenders must satisfy the following conditions:

(a) All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". **A soft copy saved on CD should be submitted together with the "original" 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 Corporate Services Directorate, Malta Environment and Planning Authority, 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 in the foyer of the Malta Environment and Planning Authority, St. Francis Ravelin, Floriana, FRN 1230, Malta.**

(d) All package, as per (b) above, must bear only: *If applicable*

(i) the above address;

(ii) the reference of the invitation to tender concerned;

(iii) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

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

(a) *General/Administrative Information*(Note 1)

(i) Statement on Conditions of Employment (Volume 1, Section 4)

Selection Criteria

(b) *Technical Capacity*(Note 2)

(i) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4)
(ii) individual/entity's background and evidence of relevant past assignments and portfolio. In case of a non-governmental organisation a copy of the certificate of registration as issued by the Commissioner for Voluntary Organisations.

(c) *Evaluation Criteria/Technical Specifications*(Note 2)

Tenderer's Technical Offer in response to specifications / Terms of Reference (Volume 3) *Specifically list any other technical requirements, e.g. any literature/ samples requested*

Quality of the technical proposal in terms of:

- Timeframes
- Rationale
- Strategy.

at evaluation stage etc. in the technical specifications

(d) *Financial Offer/Bill of Quantities*(Note 2)

(i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;

(ii) A financial bid in the form provided in Volume 4.

Notes to Clause 16.1:

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

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

Tenderers are 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. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

if applicable; such items will be deemed to be covered by other items on the bill of quantities

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 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, unless otherwise provided for in the Special Conditions.

Check if any exceptions apply e.g. increase in copper

17.8 The budget available for this tender is not available.

Specify budget available (if applicable)

18. Currencies of Tender and Payments

18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

18.2 Payments will be made upon certification of services by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.

18.3 All correspondence relating to payments, including invoices and interim and final statements must be submitted as outlined in the contract.

19. Period of Validity of Tenders

19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.

19.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request; however his/her tender will no longer be considered for award. If the tenderer decides to accede to the extension, s/he may not modify his/her tender.

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

20. Tender Guarantee (Bid Bond)

20.1 No tender guarantee (bid bond) is required.

21. Variant Solutions

Only applicable when the award criteria is MEAT

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". **A soft copy saved on CD should be submitted together with the "original" 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/her submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.

22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.

22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

23.1 The tenders must be submitted in English and deposited in the Malta Environment and Planning Authority'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:

Corporate Services Directorate,
Malta Environment and Planning Authority,

St. Francis Ravelin,
Floriana, FRN 1230
Malta

Tenders submitted by any other means will not be considered.

23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.

23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

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

25. Late Tenders

25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority.

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".

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

27.1 **Tenders will be opened on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Malta Environment and Planning Authority, St. Francis Ravelin, Floriana, FRN 1230, Malta by the Tender Opening Board. They will draw up a 'Summary of Tenders Received' which will be published on MEPA's website, www.mepa.org.mt/info-tender**

27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published. *Single Package*

27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.

27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

28.1 **After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.**

28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any

other person not officially involved in the process unless otherwise permitted or required by law.

28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his/her tender.

29. Clarification of Tenders

29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his tender.

29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

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

30.2 **Part 1: Administrative Compliance**

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

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification: 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(b), 16.1(c), and 16.1(d) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 **Part 2: Eligibility and Selection Compliance**

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

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

- Evidence of technical capacity (sub-Clause 6.1.2)

Where applicable

30.4 **Part 3: Technical Compliance**

Most Economically Advantageous (MEAT)

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the Terms of Reference (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(c)).

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 so that the Evaluation Committee will corroborate the technical compliance of the offers received.

As applicable

When evaluating technical offers, each evaluator awards each offer a score out of a maximum 100 points in accordance with the technical criteria and any sub-criteria as outlined below.

Minimum scores in

The aggregate final score is arrived at by calculating the arithmetical average of the individual final score of each evaluator.

*respect to particular **key** criteria (e.g. Sub-Criterion A) may also be set, BUT clearly identified and explained in this Clause.*

*Selection criteria are **NOT** to be used as award criteria.*

Evaluation Grid

Criterion	Maximum Score Possible
Quality of the technical proposal in terms of:	
Timeframes	*20*
Strategy	*50*
Rationale.	*30*
TOTAL	***100***

Only tenders with average scores of at least 60 points will qualify for the financial evaluation.

Out of the tenders reaching this minimum threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

Specify the minimum score to be deemed technically compliant

$$\text{Technical score} = \frac{\text{final score of the technical offer in question}}{\text{final score of the best technical offer}} \times 100$$

30.5 **Part 4. Financial Evaluation**

Most Economically Advantageous

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 60 points or more) will be evaluated.

Specify minimum score

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31.

The tender with the lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

If applicable

$$\text{Financial score} = \frac{\text{lowest financial offer}}{\text{financial offer of the tender being considered}} \times 100$$

31. Correction of Arithmetical Errors

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

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

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

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, 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 quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid of this tender document (Article 30.4). No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications

Most Economically Advantageous

The Most Economically Advantageous Tender (MEAT) is established by weighing technical quality against price on an 80/20 basis respectively. This is done by multiplying:

Set MEAT Weighting e.g. 80/20

- the technical scores awarded to the offers by 0.80
- the financial scores awarded to the offers by 0.20

Set MEAT Weighting

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

33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

33.3 Cancellation may occur where:

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

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

34. Notification of Award, Contract Clarifications

34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).

34.2 Unsuccessful bidders shall be notified by the Contracting Authority with the outcome of the evaluation process, and will be provided the following information:

(i) the criteria for award;
(ii) the name of the successful tenderer;
(iii) the recommended price of the successful bidder;
(iv) the score obtained by the unsuccessful bidder, and the score of the successful bidder; *(MEAT)*
(v) the deadline for filing a notice of objection (appeal);
(vi) the deposit required if lodging an appeal.

34.3 The recommendations of the Departmental Contracts Committee shall be published online on MEPA's website, www.mepa.org.mt/info-tender.

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 Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as second most economically advantageous may be recommended for award, and so on and so forth. *As applicable*

35.5 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.

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

35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Commencement of Services

36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.

36.2 The Contractor must inform the Contracting Authority's representative by return that s/he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his/her 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 s/he is affected by no potential conflict of interest, and that s/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/her profession. S/he must refrain from making public statements about the project or services without the Contracting Authority's prior approval. S/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/her 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/her staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

37.7 The Contractor and his/her 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/her independence or that of his/her staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in 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 Contracting Authority in terms of the Act.

39. Gender Equality

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

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

Place and Date:
Publication reference: T16/2011

Malta Environment and Planning Authority,
St. Francis Ravelin,
Floriana, FRN 1230
Malta

Service Tender for the **Engagement of a Managing Body for the Qawra / Dwejra Heritage Park Gozo**

A TENDER SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		
Partner *		
Etc … *		

* 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)

Service 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)
1				
2				
(.)				

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

B CONTACT PERSON (for this tender)

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

Address	…… …… ……
E-mail	

C TENDERER'S DECLARATION(S)

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

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

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No [_____/_____] of [……/……/……]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

[…….……] [*description of 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 tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

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

8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose 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 Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) General Information (Note 1)

o Statement on Conditions of Employment

Selection Criteria

(b) ***Technical Capacity*** (Note 2)

- Personnel (Key Experts) to be employed on contract

(c) Evaluation Criteria/Technical Specifications (Note 2)

- Tenderer's Technical Offer

(d) Tender Form, and Financial Offer/Bill of Quantities (Note 2)

Notes:

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

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

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

Name and Surname: _____

I.D. / Passport Number: _____

Signature of tenderer: _____

Duly authorised to sign this
Tender on behalf of: _____

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

Stamp of the firm/company: _____

Place and date: _____

VOLUME 1 SECTION 4 – TENDERER'S STATEMENTS

1. Statement on Conditions of Employment

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: .....

2. 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 (specimen as per Form 2.1) 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: .....

2.1 Statement on Exclusivity and Availability

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED

PUBLICATION REF: _____

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

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

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

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

I confirm that I am not engaged in another project in a position for which my services are required during the above periods.

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.

Commission: The European Commission.

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

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

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

Contracting Authority: means the Malta Environment and Planning Authority.

Contractor: The party which contracts to perform the services.

Day: Calendar day.

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

EC: The European Community.

EU: The European Union.

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

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

Final Beneficiary: The Malta Environment and Planning Authority

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

Appeals (Right to 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 (Public Procurement Regulations, Legal Notice 296 of 2010), any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

21.2 (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.

21.3 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.

21.4 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.

21.5 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.

VOLUME 2

VOLUME 2 SECTION 1 – DRAFT CONTRACT FORM

Financed by: The Government of Malta

Project: ENGAGEMENT OF A MANAGING BODY FOR THE QAWRA / DWEJRA HERITAGE PARK GOZO
Contract Number: ..... [Contract Number]

This contract is concluded between:

Malta Environment and Planning Authority
St. Francis Ravelin
Floriana FRN 1230
Malta

(hereinafter called "The Contracting Authority") on the one part, and

[Name of Contractor]
[Address]

(hereinafter called "The Contractor") on the other part,

Whereas the Contracting Authority is desirous that certain services should be executed by the Contractor, viz.:

Service Tender for a engagement of a managing body for the Qawra / Dwejra Heritage Park Gozo

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 (*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.

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

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

VOLUME 2 SECTION 2 – GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.02 dated 2 June 2010) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

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

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

VOLUME 2 SECTION 3 – SPECIAL CONDITIONS

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

Article 2: Notices and Written Communications

2.2 Any written communication relating to this Contract between the Contracting Authority and the Contractor must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with article 20.7 of the General Conditions.

2.4 The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

Article 5: Supply of Information

5.1 Further to the provisions of the General Conditions, please refer to Volume 3 Section 1.

Article 6: Assistance with Local Regulations

6.1 The Contractor shall be responsible for observing all applicable laws and regulations in the course of execution of this contract, including for procuring the necessary permits, licenses or other official authorizations that may be required for the undertaking of contract activities.

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

14.1.1 The Malta Environment and Planning Authority (MEPA) retains all rights to any information, maps and data provided by MEPA to the Contractor for the purposes of execution of the Contract. The Contractor shall not use, reuse, or distribute the data or any of its derivatives in any way or manner other than for the sole purpose of executing this Contract.

Article 15: Scope of the Services

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

Article 16: Personnel and Equipment

16.3 As per General Conditions.

Article 18: Execution of the Contract

18.1 The date for commencing performance shall be within 1 week of the signature of this contract by both parties and shall be determined by an administrative order issued by the Project Manager.
The performance period is 24weeks from the commencement date.

Article 19: Delays in Execution

19.2 Specify the amount of liquidated damages for every day, or part thereof, elapsing between the period of execution and the actual end of the period of execution.

Specify the amount of the flat rate compensation per day for penalty of delay and the maximum aggregate amount for such compensation; e.g. 1/1000 of the contract price per day's delay, up to a limit of 20% of the total price, or €100,000 per day's delay, up to a limit of €10,000,000.

Article 20: Amendment of the Contract

20.2 As per General Conditions.

Article 24: Interim and Final Progress Reports

24.1 The Contractor must prepare progress reports as specified in Article 7 of Volume 3 Section 1 (Terms of Reference).

Article 26: Payments and Interest on Late Payment

26.1 This is a global-price contract.

Payments due from the Contracting Authority shall be made into the bank account notified by the Contractor in accordance with Article 20.7 of the General Conditions.
The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

Month	**Narrative - After results indicated in Section 4.2 have been achieved.**	**Percentage (%)**
3	Task B: (J)	10
9	Task B: (A, B, D, E, G, H, P)	20
12	Task B: (F); Task A (Management Plans)	20
18	Task B: (C, I, K, L, M, N, O); Task A: (Legal Notices)	35
24	All tasks completed	15
TOTAL		**100%**

26.2 The maximum period in which payments are to be effected is 60 days, failing which the provisions of the Late Payments Directive will come into effect.

Article 27: Financial Guarantee

27.2 Not applicable.

Article 28: Audit Certificate

28.4 Not applicable.

Article 39: Further Additional Clauses

39.1 The appointed Contractor shall be responsible for ensuring that in the process of delivering Contract results, the activities of the Contract do not result in a negative impact on the environment and that as much as possible, measures are taken to ensure that the environmental and carbon footprint of these activities are minimized, offset or otherwise mitigated. In carrying out the activities of the Contract, the Contractor shall be responsible for sound environmental management of all aspects of the execution of the Contract in line with applicable regulatory requirements, environmental standards and best practices in this field.

39.2 Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta. This law is based on "Model Law" which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

VOLUME 2 SECTION 4 – SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Corporate Services
Malta Environment and Planning Authority
St. Francis Ravelin
Floriana FRN 1230
Malta

[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 Corporate Services (MEPA) and **[Name and Address of Contractor]** hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under **[Tender 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 3 SECTION 1 – CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

The following is a basic specimen of a set of Terms of Reference. These Terms should be drafted in a way so as to reflect the specific tender requirements.

The requirements listed in Clause 16 of the Instructions to Tenderers should be reflected in these Terms.

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Terms Of Reference

Note:
Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 - Central Government Authority

Department of Contracts

1.3 - Contracting Authority

Malta Environment and Planning Authority

1.4 - Relevant Country Background

The Maltese Islands are located in the centre of the Mediterranean Sea, south of Sicily. The Maltese Archipelago has a total land area of 316 sq. km and comprises 3 main islands – Malta (246 sq. km.), Gozo (67 sq. km.) and Comino (2.7 sq. km.). The general topography of the islands can be described as a series of low hills in the northern area with terraced slopes and planes on the southern part. Malta has a total population of 403, 532 (est. July 2008). This population intermingles with 1.12 million tourists who visit the Islands on an annual basis. Malta has the highest population density in Europe of some 1,282 persons per square kilometer. Approximately 64% of the total population lives in rural localities.

The consequences of this high population density are reflected in significant pressures on Malta's environment, including:

- Depletion of limited natural resources;
- Low availability of freshwater reserves per capita;
- High energy demand;
- Generation of various waste streams;
- Deterioration of the landscape;
- Intense urbanisation;
- Pressure on transport and communication networks;
- Decline of biodiversity; and
- Pollution from transport, industry, waste and energy facilities.

The economy of Malta is highly dependent on foreign trade and services. The only abundant natural resource is limestone, which is used in the construction industry. The most important asset in the Maltese economy remains the human resource. The main economic sectors include tourism, which is a major contributor to output growth, employment creation and foreign exchange generation, industry, in particular electronics in manufacturing industry, construction and real estate, and agriculture.

Agriculture is the most significant land use type, accounting for 47.8% of the total area of the islands. In 2007, 11,018 agricultural holdings with a total of 10,326 hectares of utilised agricultural area (UAA) were recorded. The average size of agricultural holdings in 2007 amounted to 0.94 hectares. The UAA dedicated to organic farming is still very low. All agricultural land in Malta has been designated as affected by specific handicaps.

Malta's environment is essential for the quality of life and health of its citizens, as well as being part of the country's national identity and competitiveness for important economic sectors such as tourism. Given strong linkages with economic resources management, this sector has been recognised as being strategic to Malta's future development. Recent years have seen a dramatic increase in the extent of environmental initiatives, principally relating to upgraded regulation. Besides legislation, other instruments and measures such as permitting regimes, guidelines, economic instruments and administrative arrangements have been used.

Malta also acknowledges the fact that many rare and indigenous species are threatened and continue to decline. The main threats to Malta's biodiversity are urban development in rural and coastal areas, the introduction of alien species that may compete with native biodiversity and the exploitation of wildlife. An enhanced legal framework has been put in place to ensure the protection of ecologically important sites in the Maltese Islands.

1.5 - Current State of Affairs in the Relevant Sector

The Malta Environment and Planning Authority (MEPA) is responsible for the identification, protection and management of protected areas of natural and cultural importance. The Qawra/Dwejra area, on the western coast of the island of Gozo, has been considered as prime candidate for designation as site of scientific and cultural importance for several years, and its protection was specifically promoted in the Structure Plan for the Maltese Islands. A considerable part of the land area is included in the EU's Natura 2000 network, whilst the marine area has been designated as a Special Area of Conservation of International Importance in 2010.

The site boasts various characteristics which make it unique, both as a terrestrial protected area, as well as a marine one. A range of landscapes typical of the Maltese Islands, ranging from terraced fields and garigue to cliffs, valleys and caves are present there, together with an interesting array of rare geological features. The biodiversity of this small area is very rich, with several species of flora and fauna being endemic to the Maltese Islands, or even, in some cases, endemic to this particular site. The area is one of the very few remaining sites where visitors can enjoy a sense of wilderness, while at the same time various archaeological and cultural features bear witness to human influence on the site.

In 2005 MEPA approved a five-year Qawra/Dwejra Heritage Park Action Plan, which aimed to ensure that activities taking place on the site are managed in accordance with the management objectives for the site.

MEPA is in the process of revising this Plan, to ensure that its objectives are relevant in the present context.

1.6 - Related Programmes and Donor Activities

None

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objective of this contract is to engage a suitably qualified person, company or organisation, to ensure the proper management of the Park and to implement a number of measures listed in the Qawra / Dwejra approved Action Plan 2005-2010.

2.2 - Specific Objectives

The objectives of this contract are as follows:

- Implement the management measures listed in Section 4 of this tender document and a number of other measures as directed by the Board during the period of this contract;
- Ensure appropriate management and organisation of the Park and the involvement of stakeholders as appropriate to achieve these objectives;
- Prepare a new Management Plan for the Park, through revision of the existing Action Plan and active stakeholder involvement throughout the entire review process;
- Draft tenders associated with the implementation of measures required as part of this

tender;

- Participate in meetings of the Board, as required by MEPA or the Board;
- Liaise with the general public as necessary in relation to the area being managed;
- Provide input to MEPA as may be required from time to time in the exercising of the Authority's duties and legal requirements in relation to the area being managed.

2.3 - Results to be Achieved by the Consultant

1. The completion of the activities listed in section 4 below;
2. The management of activities occurring in the Park in a manner coherent with the objectives of the existing Action Plan and the new Management Plan (once it is adopted) and in line with the operational direction provided by the Board;
3. The drafting of a revised Plan for the Park, in consultation with all stakeholders by month 12;
4. The involvement of stakeholders, as appropriate, in the management of the Park, and the mediation of any conflicts amongst stakeholders;
5. Effective following up of any Board decision.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

Stakeholders will be collaborative during the consultation phase

3.2 – Risks

The identified risks include:
Length and non-conclusive consultations with stakeholders
Stakeholders not willing to participate

4. Scope of the Work

4.1 – General

4.1.1 Project Description

The Managing Body appointed through this call for tenders will, amongst other deliverables, play an important role in the process of revising the Plan. Meanwhile, most of the measures listed in the present Action Plan are still relevant, and will be implemented through this tender, whilst some others have already been implemented.

A Management Board has been set up to oversee the management of the Park. The Managing Body of the Park, to whom this tender will be awarded, will act as the Executive arm of the Board and will keep the Board informed on the progress of the management of the site. The Managing Body will be responsible for wardening the site. Should Government engage a site warden/s to assist the Managing Body to attain the objectives and complete the activities listed in this tender, the Managing Body will be responsible to manage and supervise the site warden's duties and performance.

4.1.2 Geographical Area to be covered

The Qawra/Dwejra Heritage Park in Gozo.

4.1.3 Target Groups

The general public, stakeholders, non-governmental institutions, government institutions

4.2 - Specific Activities

By month 1 the Managing Body shall submit to the Board a detailed Gantt chart to indicate how Tasks

A to C will be carried out. The chart must also show intermediary steps that would be needed to complete a specific activity or task. All necessary planning and other permits have to be prepared, submitted and followed-up by the Managing Body on behalf of MEPA and the Management Board. Throughout the period of this contract, the Managing Body shall also compile the necessary documentation, including tenders if necessary, and collect the required quotations and present them to the Board. To achieve the results listed in section 3, the Managing Body will carry out the following tasks:

Task A: Drafting a New Management Plan

The Managing Body will draft a new Management Plan for the Qawra/Dwejra Heritage Park. This will be achieved by revising the existing Action Plan and conducting stakeholder consultations, whilst ensuring their involvement throughout the drafting process, in consultation with MEPA and the Board. The new Management Plan should cover a period of four years and fulfil the requirements of the Flora, Fauna and Natural Habitats Protection Regulations, LN 311 of 2006, as amended. The format and content will be guided by MEPA and the Board. The measures shall be presented in a logical framework matrix or a similar table. Any additional experts engaged by the Managing Body to assist him/her in completing this activity require advance agreement and approval by MEPA and the Board.

The actual management planning process shall start at the beginning of month 2 and the first draft of the new Plan should be completed by month 12 of this contract. The draft Management Plan should be submitted to MEPA and the Board for a final review, upon which the Board and MEPA will provide comments and the Managing Body will revise accordingly. By end of month 15 a final draft of the new Management Plan will be presented to the Board and to MEPA.

The Managing Body shall also provide drafts of any necessary Legal Notices or other legislative tools that would complement the Management Plan or which are necessary for the management of the Park (e.g. legal notice to define the terrestrial and marine zoning plans). Such legislative work should include the drafting of associated penalties in case of infringements of the Parks regulations. Draft versions of these legal notices or legislative tools should be submitted to MEPA and the Board by month 12, upon which MEPA will provide comments and the Managing Body will revise accordingly. Final drafts shall be submitted to MEPA and the Board by month 15.

Task B: Implementing Management Measures

Task B should commence at the start of the contract and will continue over 24 months. Activities will run in parallel with each other during the 24 months. All plans, documentation and other output of these activities shall be approved by MEPA and the Board prior to publication or installation on site. The Managing Body shall carry out the revisions requested by the Board and MEPA. The following tasks should be completed within the indicated timeframe:

Subject	Details		To be completed by month
Information Panels	A	Review existing information panels. Prepare information for additional panels. Old information panels shall be replaced and new ones installed.	6
Boats	B	Establish and implement an official operating scheme for tourist-boat operators in consultation with relevant competent authorities. Associated signage/info boards* and pathways leading to boarding of passengers shall be installed by the Managing Body.	8
	C	Provide a scheme to train coxswains and other tourist guides, including details on the training to be provided. Organise and deliver these training sessions.	Start by 8
Nature trails	D	Identify at least 4 terrestrial nature trails and 2 boat-trips that provide an interesting experience to the visitor without causing a threat to the Park's features. Some trails should cater for people with special needs or different abilities. Features to be considered include flora and fauna, and interesting geological, archaeological and man-made feFatures such as salt-pans.	6
	E	Prepare a leaflet to describe the nature trails. Design information panels to be installed on-site along the trails to serve as an interpretation of selected elements.	9

	F	Install associated signage, adequate fencing to control trampling, and adjustments to the footpath so as to make it accessible, such as the installation of some steps. These are required to indicate the route to the visitors. Existing nature trails have to be delineated on site. Promote such trails through discussions and possibly through agreements with MTA and tourists agencies.	12
Parking	G	Provide a plan, indicating the appropriate material to be used, to provide suitable parking facilities in the proposed parking area for coaches (indicated in the 2005 Action Plan, page 77).	6
	H	Provide a plan to organise the parking area at *il-Pjazza tad-Dwejra.* Already approved permits should be looked into.	6
	I	Acquire and install suitable soft landscaping and road marks/signs in the parking area at *il-Pjazza tad-Dwejra.*	15
Interpretation Centre	J	Identify and describe human resources, furnishings and other resources required for the day-to-day running of the centre.	3
Education and awareness	K	Establish contacts with the University of Malta and MCAST to encourage research about the Park or particular features found therein; Organise and implement a scheme for schools visits.	18
	L	Organise, maintain and publish an updated website about the park.	18
Boathouses	M	Organise boathouse area to seek alternative ways to replace with more suitable material and eliminate a number of slipways and concrete patches in front of boathouses. Consultation with boathouse owners to be carried out by Managing Body	15
Fieldwork	N	Map degraded rubble walls and eyesores in the core zones.	15
Diving	O	Provide a plan to improve the access to the Blue Hole, including for divers carrying diving equipment.	15
Other	P	Identify and indicate with the use of signs, potential hazard locations such as slippery slipways.	8

By month 6 the Managing Body should provide financial estimates for the implementation of the activities listed below. Furthermore, if funds are procured from sources other than from this contract, the Managing Body is responsible to coordinate, monitor their implementation and prepare necessary paperwork:

- Printing of leaflets about the nature trails;
- Completion of parking area for coaches;
- Procurement of furnishings for the interpretation centre;
- Repairing or refurbishing existing on-site infrastructure;
- Restoration of rubble walls in the core area;
- Installation of public amenities (toilets) in the inland sea area and associated waste-water treatment facilities as explained in the Action Plan and as per planning permit;
- Improvement in the access to Blue Hole.

Recommendations for innovative, potential sources of funding to finance these activities should also be provided.

Task C: Attending Board Meetings

The Managing Body is expected to attend Board meetings when requested and may be asked to present updates on the progress of the drafting of the new Management Plan and the implementation of the management measures on site.

4.3 - Project Management

4.3.1 Responsible Body

Malta Environment and Planning Authority

4.3.2 Management Structure

MEPA is the competent authority in relation to the management of Special Areas of Conservation through the Flora and Fauna Natural Heritage Protection Regulations, 2006 (LN 311 of 2006 as amended). The Director of Environment (DoE) is the officer at MEPA responsible for this project. The DoE may delegate various tasks to other officers within MEPA and may appoint an officer to act as a project manager and to monitor the progress of this project. The project manager will liaise with the Management Board, which is already in place to follow the implementation of this project. The Management Board consists of representatives from the Office of the Prime Minister, MEPA, San Lawrenz Local Council, MEPA Board and the Ministry for Gozo.

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

MEPA will not provide office space for the contractor or premises to conduct consultations and other tasks indicated in this tender unless otherwise indicated, nor can the premises of the Interpretation Centre be used as an office.

5. Logistics and Timing

5.1 – Location

The work related to this engagement shall be performed in the Qawra/Dwejra Heritage Park, Gozo and in other suitable premises as required.

5.2 - Commencement Date & Period of Execution

The intended commencement date is [the date of the signature of contract] and the period of execution of the contract will be 24 months 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 <and/or these 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 Consultant 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

None

6.3 - Facilities to be provided by the Consultant

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

The contractor shall provide The adequate equipment, software and hardware needed for carrying out the surveys, data gathering, storage, analysis and evaluation.

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

6.4 – Equipment

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

The Contractor shall be responsible for establishing his own sources of supply for goods, equipment, including diving equipment and photographic equipment, materials and software to perform the necessary activities and tasks.

The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of MEPA, any representative of MEPA or any of the Institutions represented on the Board.

7. Reports

7.1 - Reporting Requirements

(Please refer/peg to Article 26 of the Special/General Conditions)

During the period of execution of the contract, interim progress reports must be prepared after month 3, 9, 12 and 18 as indicated below. They must be accompanied by a corresponding invoice.

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that these interim and final progress reports are additional to any required in Section 4.2 of these Terms of Reference.

All reports and other printed material must clearly state that these were financed by MEPA unless otherwise indicated by MEPA.

The Managing Body shall appoint a representative who shall act as a contact person with MEPA and the Management Board.

In line with the payment schedule (Section 10), that is every end of the sixth month, the Managing Body shall prepare and submit to MEPA and the Board:

- A progress report on the activities of this tender;
- A financial report and a corresponding invoice;

- A financial plan to cover the period until the next reporting time.

The Managing Body shall also present monthly progress on the management of the site to the Board. The above is not applicable to the first payment that is on the signing of this contract.

NB: All reports and other forms of written or image communication must be presented in an editable format using popular software. All reports will be the property of MEPA and MEPA will have sole copyright.

7.2 - Submission & approval of progress reports

3 copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. 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

Results	Objectively verifiable indicators	Sources of verifications
Reviewed existing information panels. Preparation of information for additional panels. Old information panels shall be replaced and new ones installed.	By month 6 existing information panels have been reviewed; information for new panels has been submitted; installation replaced by new ones.	Satisfactory information is available at MEPA. Panels have been installed on site.
Establish and implement an official operating scheme for tourist-boat operators in consultation with relevant competent authorities. Associated signage/info boards* and pathways leading to boarding of passengers shall be installed by the Managing Body.	By month 8, an official tourist-boat operating scheme has been put in place together with the required signage.	Minutes and report of consultation are submitted to MEPA and the Board; site visit to verify that signs are installed and that tourist-boat scheme is operational.
Provide a scheme to train coxswains and other tourist guides, including details on the training to be provided. Organise and deliver these training sessions.	Documented scheme for tourist-boat service; contents of training to be received by coxswains and guides. Training to be started by month 8.	Documents that contain details on the training to be received by coxswains and tourist guides; number of persons receiving this training through the vetting of attendance sheets.
Identify at least 4 terrestrial nature trails and 2 boat-trips that provide an interesting experience to the visitor without causing a threat to the Park's features. Some trails should cater for people with special needs or different abilities. Features to be considered include flora and fauna, and interesting geological, archaeological and man-made features such as salt-pans.	6 nature trails will be identified by month 6.	Documentation and plotted routes should be handed to MEPA and the Board. On site inspection may be required to ensure that some of them are suitable for persons with different abilities.
Prepare a leaflet to describe the nature trails. Design information panels to be installed on-site along the trails to serve as an interpretation of selected elements.	By month 9 a leaflet about nature trails would be prepared, furthermore panels will be installed along nature trails.	MEPA and the Board will be presented with a leaflet to their satisfaction. Site inspection to ensure that panels have been installed.
Install associated signage, adequate fencing to control trampling, and adjustments to the footpath so as to make it accessible, such as the	By month 12, signs would be installed and nature trails delineated on site. Discussions with MTA	Site visit to check signs on site. MEPA will request minutes of meeting with MTA.

installation of some steps. These are required to indicate the route to the visitors. Existing nature trails have to be delineated on site. Promote such trails through discussions and possibly through agreements with MTA and tourists agencies.	would have taken place.	
Provide a plan, indicating the appropriate material to be used, to provide suitable parking facilities in the proposed parking area for coaches (indicated in the 2005 Action Plan, page 77).	By month 6 a parking plan for coaches would be submitted to MEPA.	The plan will be submitted and vetted by MEPA.
Provide a plan to organise the parking area at *il-Pjazza tad-Dwejra*. Already approved permits should be looked into.	By month 6 a parking plan for the Pjazza will be provided.	The plan will be submitted and vetted by MEPA.
Acquire and install suitable soft landscaping and road marks/signs in the parking area at *il-Pjazza tad-Dwejra*.	By month 15, soft landscaping would be in place at the parking area in the Pjazza.	Site visit to assess soft landscaping works.
Identify and describe human resources, furnishings and other resources required for the day-to-day running of the centre.	By month 3 a document would be made available to MEPA to describe the requirements to make a functional interpretation centre	MEPA will vet and assess the document
Establish contacts with the University of Malta and MCAST to encourage research about the Park or particular features found therein; Organise and implement a scheme for schools visits.	By month 18 contacts with the University of Malta and MCAST to encourage research about the Park or particular features found therein would have been established; a scheme for schools visits would also be established.	MEPA will be provided with the details of these arrangement in written format. Statistical records of visits will be provided to MEPA by the managing body.
Organise, maintain and publish an updated website about the park.	By month 18 a website about the park will be functional and published.	MEPA will view the website and assess it and ensure regular browsing of the website.
Organise boathouse area to seek alternative ways to replace with more suitable material and eliminate a number of slipways and concrete patches in front of boathouses. Consultation with boathouse owners to be carried out by Managing Body	By month 15, the managing body will provide a plan on how to better organise the boathouse area though consultations with their owners.	MEPA will be provided with the minutes of meetings with the boathouse owners and with the written conclusions reached
Map degraded rubble walls and eyesores in the core zones.	By month 15 the managing body will map degraded rubble walls and eye sores in the core area.	Submission of map and details to MEPA who will do the necessary assessment.
Provide a plan to improve the access to the Blue Hole, including for divers carrying diving equipment.	By month 15 a plan will be completed regarding the improvement of the access to the Blue Hole	MEPA will be presented with this plan and will assess it.
Identify and indicate with the use of signs, potential hazard locations such as slippery slipways.	By month 8 potential hazard locations will be indicated on site and on paper.	MEPA will be presented with a sketch of where potential hazards exist. A site visit to ascertain that such sites are properly indicated.

8.2 - Special Requirements

None

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

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

To be completed by the tenderer

1. RATIONALE

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

2. STRATEGY

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

3. TIMETABLE OF ACTIVITIES

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

VOLUME 4 - FINANCIAL BID

(GLOBAL PRICE CONTRACTS)

Global price for [description of service/s] as outlined in the Tender Document, Advert Number ...../.....:

Description	Price inclusive of all taxes but excluding VAT Amount in Euro (€)	VAT Amount in Euro (€)	Total inclusive of VAT Amount in Euro (€)
[insert Description]	€..... Amount in Words:	€..... Amount in Words:	€..... Amount in Words: ....

(Option 1): The above amount must not be broken down further

OR

(Option 2): FINANCIAL BID BREAKDOWN

Item	Description of Service	Price inclusive of all taxes but excluding VAT Amount in Euro (€)	VAT Amount in Euro (€)	Total inclusive of VAT Amount in Euro (€)
A				
B				
C				
	GRAND TOTAL			

VOLUME 5 – DRAWINGS

Design Documents, including Drawings

Section 5.1

List of drawings attached

No	Name	Drawing No	Design No
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

<u>Section 5.2</u>

List of design documents available

No	Designer	Design No	Design name	Date
1.				
2.				
3.				
4				