



TENDER NUMBER: T02/2013

**COMPILATION OF AN INTERPRETATION MANUAL  
FOR MARINE HABITATS WITHIN THE 25 NM FISHERIES MANAGEMENT  
ZONE AROUND THE REPUBLIC OF MALTA**

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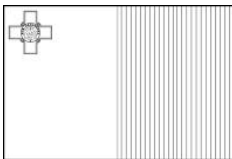
Date Published: Friday, 11<sup>th</sup> January 2013

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Closing Date: Monday, 4<sup>th</sup> February 2013 10:00 am CET

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**This Tender Document is free of charge**



Programme MED - MEDPAN North  
Cohesion Policy 2007 - 2013  
*Europe in the Mediterranean*



This project is being co-financed by the European Union  
European Regional Development Fund (ERDF)  
Co-financing rate: 85% EU Funds; 15% National Funds

*Investing in your future*

**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**

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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 to compile an interpretation manual for marine habitats within the 25 nm fisheries management zone around the Republic of Malta
- 1.3 This is a global-price contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority	Monday, 21 <sup>st</sup> January 2013	04:00 pm
Last date on which additional information are issued by the Contracting Authority	Tuesday, 29 <sup>th</sup> January 2013	04:00 pm
Deadline for submission of tenders/ Tender Opening session (unless otherwise modified in terms of Clause 11.3)	Monday, 4 <sup>th</sup> February 2013	10:00 am
* All times Central European Time (CET)		

### 3. Lots

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

### 4. Financing

- 4.1 This project is being co-financed by the European Union, European Regional Development Fund (ERDF), at a co-financing rate of 85% EU Funds; 15% National Funds, in accordance with the rules of Programme MED - Cohesion Policy 2007-2013 - Europe in the Mediterranean.

4.2 The beneficiary of the financing is the Malta Environment and Planning Authority.

## 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.

5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

## 6. Selection Criteria

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

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

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

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

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

- A list of 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) for this contract must:

- a) Have a doctorate degree in marine biology or marine ecology or a related subject
- b) Be a qualified diver, at least up to advanced open water level (copy of the licence must be submitted);
- c) At least an Ordinary level in English language;

- d) A proven track record over the last 10 years of surveying the marine environment and experience in similar projects including interpretation and evaluation of marine habitats;
- e) Have thorough knowledge on typical marine ecosystems and their phytosociological associations found in the central Mediterranean Sea:
- f) 5 years experience in project management and project coordination.

More than one person may take the role of the expert profile above, provided that all the qualifications, skills and experience for these positions are met collectively. Nonetheless the requirements in points (a) and (b) above must be met by the same person.

- Evidence of relevant experience, as contractor, in carrying out services of a similar nature over the past 10 years including the nature and value.
  - a. The minimum value of completed projects of a similar nature shall be not less than €2500.
  - b. The minimum number of projects of a similar nature completed in the last 10 years must be at least 2 in number.

In case of a non-governmental organisation a copy of the certificate of registration, as issued by the Commissioner for Voluntary Organisations, is required.

## 7. Multiple Tender

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

## 8. Tender Expenses

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

## 9. Site Inspection

- 9.1 No clarification meeting/site visit is planned.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
  - Volume 1 Instructions to Tenderers
  - Volume 2
    - Draft Contract
    - General Conditions (available from [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
    - Special Conditions
  - Volume 3 Terms of Reference
  - Volume 4 Model Financial Bid
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information

with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

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

## 11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing to the Contracting Authority by sending an email to [tenders@mepa.org.mt](mailto:tenders@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](http://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 full, signed as requested, and sealed in an envelope/package. **A soft copy saved on CD or USB Stick containing the exact information and documents should be submitted together with the bid.**
  - (b) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box (MEPA Foyer) at:

**MALTA ENVIRONMENT AND PLANNING AUTHORITY  
ST FRANCIS RAVELIN, FLORIANA FRN 1230**

- (c) All package must bear only:
1. the above address;
  2. the reference of the invitation to tender concerned;
  3. the name of the tenderer.

## 16. Content of Tender

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

- (a) General/Administrative Information<sup>(Note 1)</sup>

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

### **Selection Criteria**

- (b) Technical Capacity<sup>(Note 2)</sup>

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

- (c) Evaluation Criteria/Technical Specifications<sup>(Note 2)</sup>

Tenderer's Technical Offer in response to specifications/Terms of Reference (Vol. 3)

- Organization & Methodology
  - Rationale
  - Strategy
  - Timetable of Activities

- (d) Financial Offer/Bill of Quantities<sup>(Note 2)</sup>

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

### **Notes to Clause 16.1:**

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

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

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

## 17. Tender Prices

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price inclusive of VAT, 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.
- 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.
- 17.8 The budget available for this tender is **€14,000 including VAT**.

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

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

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

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

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

## **22. Preparation and Signing of Tenders**

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

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](http://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.

- 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), 1of 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)

### **30.4 Part 3: Technical Compliance**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the 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.

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

#### Evaluation Grid

<u>Criterion</u>	<u>Maximum Score Possible</u>
<b>Organization &amp; Methodology</b>	
<b>1. Rationale</b>	<i>20</i>
<b>2. Strategy</b>	<i>65</i>
<b>3. Timetable of Activities</b>	<i>15</i>
<b>TOTAL</b>	<b><i>100</i></b>

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:

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

#### 30.5 **Part 4. Financial Evaluation**

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.

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:

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

### **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

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:

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

### **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;
  - (v) the deposit required if lodging an appeal - N/A
- 34.3 The recommendations of the Departmental Contracts Committee shall be published online on MEPA's website, [www.mepa.org.mt/info-tender](http://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 clarification 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.
- 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, 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)

Publication reference: T02/2013

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

## COMPILATION OF AN INTERPRETATION MANUAL FOR MARINE HABITATS WITHIN THE 25 NM FISHERIES MANAGEMENT ZONE AROUND THE REPUBLIC OF MALTA

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

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

Service intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost <sup>3</sup>	Experience in similar services (details to be specified)
1			
2			
(.)			

- c. The maximum amount of sub-contracting must not exceed 35% of the total contract value. The main contractor must have the ability to carry out at least 65.% of the contract works by his own means.



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

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

**C TENDERER'S DECLARATION(S)**

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

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

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the 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** <sup>(Note 1)</sup>
  - o Statement on Conditions of Employment

**Selection Criteria**

- (b) **Technical Capacity** <sup>(Note 2)</sup>

- Experience as contractor
  - Personnel (Key Experts) to be employed on contract
- (c) **Evaluation Criteria/Technical Specifications** <sup>(Note 2)</sup>
- Tenderer's Technical Offer
- (d) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 2)</sup>

**Notes:**

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

12 I acknowledge that the Contracting Authority 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

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.  
Non-compliance will invalidate the contract.**

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.

I agree and commit to submit a copy of the monthly pay slips of the employees being detailed to carry out the services and also the copies of the FS3 forms at the end of the year if so requested.

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

Date: .....

## 2. Experience as Contractor

List of contracts of similar nature and extent performed during the past 10 years:

Description of Services	Total Value of Services	Period of Execution	Client*/ Contracting Authority*

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

Date: .....

### 3. Key Experts

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

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

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

Date: .....

### 3.1 Statement on Exclusivity and Availability

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT 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 4 - 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 5 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

# VOLUME 2

## VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: This project is being co-financed by the European Union European Regional Development Fund (ERDF) at a co-financing rate: 85% EU Funds; 15% National Fund with the rules of Programme MED - Cohesion Policy 2007-2013 - Europe in the Mediterranean.

Project: Compilation of an interpretation manual for marine habitats in the 25NM Fisheries Management Zone around the Republic of Malta

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 the** Compilation of an interpretation manual for marine habitats in the 25NM Fisheries Management Zone around the Republic of Malta

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. 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 1 December 2011) can be viewed/downloaded from:

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

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

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

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

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

- 2.2 Any written communication relating to this Contract between the Contracting Authority and the Contractor must state the Contract title and identification number, and must be sent by post, 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.
- 14.1.2 The Malta Environment and Planning Authority (MEPA) retains all rights to any information, maps and data provided by the Contractor through this tender.

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

- 15.1 The scope of this project is to identify the marine habitats within the 25 NM Sea around Malta. These shall be described to enable interpretation of such habitat types. A system to correlate all habitats in the Maltese sea will be devised so that these can be cross-referenced between the EU Habitats Directive, the Barcelona Convention (RACSPA), EUNIS classification systems & MSFD categorisation. Furthermore the project will devise a scheme which will enable the assessment of the conservation status of habitats as required under the EU Habitats Directive, by defining the elements and attributes relevant to each habitat type. While the scheme will focus on the conservation status as per EU Habitats Directive, it shall identify the attributes and elements that would also be applicable for determining Good Environmental Status as per the EU Marine Strategy Framework Directive.

### *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 the date of signature of this contract by both parties.

The performance period is 14 weeks from the commencement date.

**Article 19: Delays in Execution**

19.2 The amount of the flat rate compensation per day for penalty of delay refers to 1% of the total contract price.

**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 one final progress report, one week before the end of this contract, 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:

Week	Narrative	Percentage (%)
	Pre-financing	20%
14	Final Payment - satisfactory completion of all tasks	80%
<b>TOTAL</b>		<b>100%</b>

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 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS

## Terms of Reference

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

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta

#### 1.2 - Central Government Authority

Department of Contracts  
Notre Dame Ravelin  
Floriana FRN 1600  
Malta - Europe  
Tel: (+356) 21220212, 21220313 Fax: (+356) 21247681  
Email: [info.contracts@gov.mt](mailto:info.contracts@gov.mt)

#### 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.). Malta has a 12 nautical mile territorial sea and a 25 nm fisheries management zone. 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 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.

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

Malta's marine territory extends out to 12 nautical miles whereas it extends out to the 25 nautical mile limit with regard to fisheries jurisdiction. To date there exist a significant gap with regard to scientific information about the marine habitat types on the seabed around Malta, with the exception of continuous monitoring surveys carried out as per requirements of specific regulations, research in the marine environment to date mainly took place in the form of localised surveys focused on marine areas in the immediate vicinity of the coastline - in particular surveys carried out as individual research projects or surveys carried out as part of the environmental assessment procedure. In this regard, there are significant data gaps on the marine habitats occurring in Maltese waters

The Malta Environment and Planning Authority (MEPA) is the national authority responsible for regulation, monitoring and enforcement in the fields of environment and land use planning. MEPA's responsibilities include the designation, regulation and management of protected areas.

MEPA has partnered with 11 other organisations from 5 Mediterranean countries in a project entitled *MedPan North* which aims to improve the management of marine protected areas. This project is co-financed by the European Union through the Programme MED. One of the activities to be carried out under Medpan North project is the compilation of a marine habitats interpretation manual. Further information about this project can be found on MEPA's website under the following link: [http://www.mepa.org.mt/med\\_medpannorth](http://www.mepa.org.mt/med_medpannorth).

Protection of the marine environment is governed by a number of legal instruments including EU Directives and regional conventions/agreements. The EU Habitats Directive is considered to be the major instrument for the designation of protected areas at EU level. This Directive lists a number of marine habitats of which protection should be subject to the designation of Special Areas of Conservation.

The Marine Strategy Framework Directive builds on the requirements of the Habitats Directive but extends the scope of environmental protection in the marine environment (through spatial planning measures) to the achievement of Good Environmental Status in terms of eleven descriptors in all marine waters under jurisdictional rights. This Directive is not restricted to specific habitat types but covers predominant habitats types and major functional groups occurring in the marine environment.

Marine habitats listed in the Habitats Directive need to be considered throughout the implementation of the Marine Strategy Framework Directive, which utilises a broad classification for the characterisation of marine habitats.

Due to the complementarity of the two Directives and the need to ensure synergies at National level, Malta needs to embark on an exercise whereby the marine habitats are characterised and interpreted in a manner that considers the full range of current habitat classification systems, including those established at an international scale (RAC-SPA and EUNIS), with a view to satisfy the most impending obligations emanating from the Habitats Directive and the Marine Strategy Framework Directive'.

In its first Annex, Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and wild fauna and flora, better known as the EU Habitats Directive, lists a number of marine habitats for which Special Areas of Conservation (SACs) have to be designated to form part of the Natura 2000 network. In order to develop a common agreed definition of each habitat type listed in Annex I of the above-mentioned Directive, the European Commission prepared an Interpretation Manual of European Habitats (2007), whose latest version can be accessed at the following link: [http://ec.europa.eu/environment/nature/legislation/habitatsdirective/docs/2007\\_07\\_im.pdf](http://ec.europa.eu/environment/nature/legislation/habitatsdirective/docs/2007_07_im.pdf).

Documents that are highly relevant for this contract and which also deal with the interpretation of habitats around Malta include:

- a report commissioned by the Malta Environment & Planning Authority - Borg, J. A. & Schembri, P. J. (2002) Alignment of marine habitat data of the Maltese Islands to conform to the requirements of the EU Habitats Directive (Council Directive 92/43/EEC),
- the European Nature Information System (EUNIS) Habitat Classification,
- the RAC/SPA Classification System, and
- various documents issues by RACSPA and others originating from regional projects.

## 1.6 - Related Programmes and Donor Activities

Nil

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objective of the project of which this contract will be a part is:

- To ensure effective and efficient management of the marine environment in line with relevant national and regional law.

The main objective of this contract is:

- To prepare an interpretation manual for those marine habitats which are found within the 25 NM sea around the Republic of Malta.

### 2.2 - Specific Objectives

The specific objectives of this contract are as follows:

- To list and describe the habitats around Malta
- To provide a scheme to enable the assessment of the conservation status of a habitat as required under the Habitats Directive
- To devise a correlation table for different habitats classification systems

A number of activities, described below, have to be performed in order to reach the specific objectives and ultimately the overall objective of this tender.

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

The results to be achieved are listed in Table 1 below. The contractor is expected to achieve the results and timeframes indicated below:

<u>Activity</u>	<u>Result</u>	<u>Completed by week</u>
1	Work schedule - Gantt chart	1
2	Collation of a list and description of habitats through analysis of existing literature, consultation with local and foreign experts	7
3	Presentation of findings and discussion on how to proceed with the scheme to assess the conservation status	7
4	Further information and/or confirmation of habitats associations as well as the affirmation of habitats around Malta.	11
5	Presentation of findings and discussion on how to proceed with the scheme to assess the conservation status including the elaboration of attributes as required under Article 17 of the Habitats Directive and the correlation table across different habitats classification systems	12
6	Interpretation Manual writing (first draft) - to also include all the specific objectives in separate sections.	12
7	Compilation of Interpretation Manual (final draft)	14

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

None

### 3.2 - Risks

Bad weather may hinder spot surveys. Certain habitat types may not fit exactly in the categorization. The tenderer shall provide the right planning to mitigate such risks and identify, if any, other risks.

Other risks may include issues related to the presence and/or composition of certain habitats. This is especially relevant when considering habitats that are offshore and at a significant depth noting that it may be not practical, for various reasons, to do ground truthing in certain areas. Some habitats may not qualify to be classified into any grouped within the existing classification systems.

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 Project Description

Through this project the marine habitats within the 25 NM Sea around Malta will be identified and described to enable interpretation of such habitat types. A system to correlate all habitats in the Maltese sea will be devised so that these can be cross-referenced between the EU Habitats Directive, the Barcelona Convention (RACSPA), EUNIS classification systems & MSFD categorisation. Furthermore the project will devise a scheme which will enable the assessment of the conservation status of habitats as required under the EU Habitats Directive, by defining the elements and attributes relevant to each habitat type. While the scheme will focus on the conservation status as per EU Habitats Directive, it shall identify the attributes and elements that would also be applicable for determining Good Environmental Status as per the EU Marine Strategy Framework Directive.

#### 4.1.2 Geographical Area to be covered

25 nautical mile sea around the Republic of Malta and the inland marine waters which are located between the medio-littoral (coast) and the baseline.

#### 4.1.3 Target Groups

MEPA, ecological consultants, scientists, researchers and other regulatory entities such as the Fisheries Control Directorate of the Ministry for Resources and Rural Affairs, Malta Resource Authority and Transport Malta.

### 4.2 - Specific Activities

In order to achieve the results mentioned in the previous section, a number of activities have to be carried out. These activities are to be performed by the contractor and are listed and described below. The contractor must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project.

The following activities should be carried out:

- Carry out a desk study and the necessary consultations with other experts.
- Identify and describe the marine habitats, including their sub-types, phytosociological associations, facies and biocenosis that are likely to be found within the Fisheries Management Zone around Malta
- Identify and list the characteristic animal and plant species, associated with habitats, including details of their occurrence in Annex II and IV of the HD (and relevant schedule in LN 311 of 2006 as amended).
- Classify the habitat types around Malta using the Habitats Directive and the Barcelona Convention Classification System (RACSPA), EUNIS and the MSFD habitat categorisation. In cases when this is not possible, the closest relevant group (or class) should be identified and a comment made to indicate this issue.
- Devise a scheme such, as a table, which would allow the correlation of habitats between the classifications of RACSPA, EUNIS, MSFD and the Habitats Directive
- Prepare a key diagram to allow the identification and classification of habitats.
- Provide a list of relevant bibliographic references.
- Devise a scheme to assess the conservation status of marine habitats as required under the Habitats Directive. This should include attributes for each habitat, listed in Annex I of the Habitats Directive. Attributes should be allocated to each element i.e. range, area, species and function; future prospects. The scheme should also include the methodology on how to assess the conservation status from these elements. Those attributes that may be applied to make assessments as required under the MSFD would be highlighted.

<u>Activity</u>	<u>Overview</u>	<u>Description</u>	<u>Completed by week</u>	<u>Deliverable</u>
1	Gantt chart	A Gantt chart shall be submitted to MEPA to provide a schedule of the envisaged progress of the breakdown of activities and results to be carried out and achieved, respectively, through this contract.	1	Gantt chart
2	Description of habitats	<p>An extensive review of available literature on marine habitat types in waters extending to at least 25 nautical miles has to be completed. This literature review shall result in a preliminary interpretation of the habitat types listed on Annex I of the Habitats Directive by:</p> <ul style="list-style-type: none"> <li>• building on, addressing gaps and revising conclusions identified in a first attempt to interpret habitat types listed in Annex I of the Habitats Directive outlined in the report <i>“Alignment of Marine Habitats Data of the Maltese Islands to Conform to the Requirements of the EU Habitats Directive”</i>.</li> <li>• analysing species composition of local assemblages</li> <li>• considering output and decisions emerging from the EU Marine Biogeographic Seminars</li> <li>• correlating the various habitat classification schemes (e.g. RAC/SPA and EUNIS classification systems) with the one used by the Habitats Directive</li> <li>• providing a preliminary list of synergies and gaps on how the habitat types listed in the Interpretation Manual of the EU can be applied to the local scenario.</li> </ul> <p>The preliminary analysis shall also be based on the details described under activity 9, since this will then feed into the preparation of the actual interpretation manual.</p> <p>A report outlining the preliminary interpretation of marine habitat types listed on Annex I of the Habitats Directive shall be submitted to MEPA and shall include the outputs of activities 3 and 4 described below. Consultation with local experts and with EU Mediterranean countries’ institutions to:</p> <ul style="list-style-type: none"> <li>• obtain further relevant information that would assist in the elaboration of the final output of this project</li> <li>• incorporate their views in the preliminary interpretation of marine habitat types listed on Annex I of the Habitats Directive.</li> </ul> <p>MEPA may provide contacts of members that participate within the EU Marine Biogeographic Seminars and it is expected that the contractor</p>	7	Report outlining the preliminary interpretation of marine habitat types listed on Annex I of the Habitats Directive and a list of experts consulted and subject for which each one was consulted upon

3	Meeting with MEPA	A briefing meeting with MEPA shall be requested and held by the contractor to brief MEPA about the progress of work and preliminary interpretation that has been achieved so far. The way forward may be revised accordingly.  During this meeting discussions will also include issues related to correlation with other classification systems and the method for assessment of the conservation status as required under the Habitats Directive.	7	Minutes of meeting
4	Spot Surveying in a number of areas	A number of pre-set areas will be surveyed so that ground truthing may allow the verification of associated flora and fauna with specific habitats. The outcome of this activity would help to identify the habitat's actual existence, its composition and also identify typical associated species. The number and location of surveys that will be carried out will be discussed with MEPA and would not be commenced prior to approval from MEPA.	11	Short report on the location and description of surveyed areas
5	Meeting with MEPA	This meeting will serve to brief MEPA about the progress of work and results that have been achieved. The way forward may be revised accordingly.	12	Minutes of meeting
6*	Preparation of a first draft of the Interpretation Manual	A first draft of the manual will be prepared. The contents of this manual, other than those deemed necessary by the contractor and to satisfy the demands of this tender, should also include details as listed below.	12	Interpretation manual (soft copy)
7	Compilation of Interpretation Manual (final draft)	A final habitats manual will be produced. This would incorporate any changes as requested by MEPA based on the initial draft presented at month 8.	14	Interpretation manual (soft and hard copy)

**\*The Interpretation Manual**

An exhaustive list of all the marine habitats found in the 25 NM marine area should be presented. Each habitat should be accompanied with a description. The description should include an interpretation of the broad habitat types, habitat complexes, biotope complexes, biotopes and sub-biotopes, biocenosis, associations and facies. The characteristic animal and plant species, associated with the respective habitat, including details of their occurrence in Annex II and IV of the HD (and relevant schedule in LN 311 of 2006 as amended) should also be included. Examples of good locations where each habitat/sub-type is found should also be given where possible and relevant.

This should be completed where relevant and for all the habitats listed in the EU Habitats Directive. The habitats, apart from others which may not be necessarily protected under any legislation, must include the following:

- 1120 - *Posidonia* beds
- 1170 - Reefs
- 8330 - Submerged or partially submerged caves
- 1110 - Sandbanks

If it is considered or found that any of the marine habitats listed in the Habitats Directive, such as 1150 - Coastal lagoons, 1160 - Large shallow inlet and bays, 1180 - Submarine structures made by leaking gases are non-existent in the 25NM marine area, the contractor must state so in the final report with appropriate justification.

Enough information should be given about the habitats types that will be described to allow the reader to assess whether a particular habitat may qualify or not in one of these categories.

The habitats should be grouped and correlated using four different classification schemes, accompanied with a description for each habitat, as listed below:

- EU Habitats Directive
- EUNIS
- Barcelona Convention (RACSPA)
- MSFD

A chart or another means that would allow the correlation of habitats across the four different schemes should be devised. In those cases where there may be some difficulties in creating this correlation, this should be stated and the closest possible correlation should be identified.

Further detailed information that should be included in the manual includes a scheme to enable the assessment of the conservation status of the habitats protected under Annex I of the Habitats Directive and whose interpretation will be defined in the Manual. Favourable Conservation Status of a habitat type is defined in Article 1 of the EU Habitats Directive by four parameters: range, area, structure and function, and future prospects. As indicated in the European Commission guidelines on reporting on the conservation status of habitats and species that is required by Article 17 of the EU Habitats Directive, the agreed method for the evaluation of conservation status assesses each of these parameters separately, with the aid of an evaluation matrix, and then combines these assessments to give an overall assessment of conservation status. The final version of these guidelines can be found at:

[http://circa.europa.eu/Public/irc/env/monnat/library?l=/habitats\\_reporting/reporting\\_2007-2012/reporting\\_guidelines/guidelines-finalpdf/\\_EN\\_1.0\\_&a=d](http://circa.europa.eu/Public/irc/env/monnat/library?l=/habitats_reporting/reporting_2007-2012/reporting_guidelines/guidelines-finalpdf/_EN_1.0_&a=d)

Thus, for each habitat type that will be interpreted in the Manual the attributes of each of the above-mentioned parameters should be defined in more detail. A description of the attribute and a definition of its threshold values / favourable reference values (in case of range and area) and scale of classification (in case of structure and function and future prospects) should be provided for each attribute. This scheme is necessary as it will enable determination if each parameter is favourable or unfavourable. In addition, this scheme can then be used for standardised assessment of the conservation status of the respective habitat.

While the scheme will focus on the conservation status as defined by the EU Habitats Directive and associated guidelines, the Interpretation Manual should also identify the parameters and attributes that are applicable for determining Good Environmental Status as per the EU Marine Strategy Framework Directive. A list of relevant bibliographic references should also be included in the Interpretation Manual.

#### **4.3 - Project Management**

##### **4.3.1 Responsible Body**

The overall responsibility of the implementation of this contract lies with MEPA. An official will be appointed to oversee the implementation of the contract.

##### **4.3.2 Management Structure**

MEPA is the competent authority in relation to the management of special areas of conservation, including marine protected areas, through the Flora and Fauna Natural Heritage Protection Regulations, 2006 (LN 311 of 2006 as amended). The Director of Environment (DoE) is responsible for this project. The DoE may delegate various tasks to officials appointed to oversee the implementation of this contract.

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

MEPA will provide facilities for meetings if necessary. In such cases meetings have to be agreed by the contractor and MEPA.

## **5. Logistics and Timing**

### **5.1 - Location**

Within the marine protected area along the northeast of Malta. The compilation of reports may be

carried out elsewhere. The contractor should be available during office hours via e-mail and telephone.

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

The intended commencement date is the contract's signature date and the period of execution of the contract will be 14 weeks from this date. Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 - Personnel**

#### **6.1.1 Other Experts**

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

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and 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**

Nil

### **6.2 - Accommodation**

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Consultant.

### **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 / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## 7. Reports

### 7.1 - Reporting Requirements

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 week before the end of the period of execution of the contract. Note that this progress report is additional to any required in Section 4.2 of these Terms of Reference.

### 7.2 - Submission & approval of progress reports

2 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

	<u>Result</u>	<u>Completed by week</u>	<u>Verifiable Indicator</u>	<u>Sources of verification</u>
1	Gantt chart	1	Gantt chart	MEPA official will review the Gantt chart
2	Analysis of existing literature and consultation with experts	7	Draft report incorporating details explored from literature review and interviews with experts	List of literature analysed and experts consulted
3	Presentation of findings and way forward to MEPA	7	Minutes of meeting	MEPA will approve the minutes as relevant
4	Confirmation of, or further elaboration of associations of a habitat or the existence of a habitat around Malta.	11	Short report on the location and description of surveyed areas	MEPA will review report
5	Presentation of findings and way forward to MEPA	12	Minutes of meeting	MEPA will approve the minutes as relevant
6	Preparation of a first draft of the Interpretation Manual	12	Interpretation manual (soft copy) incorporating details on the assessment of the conservation status and other requested items.	MEPA will review report
7	Compilation of Interpretation Manual (final draft)	14	Interpretation manual (soft and 3 hard copies)	MEPA will approve report if it meets the required standard.

### 8.2 - Special Requirements

Mapping technicalities: Digital mapping shall follow the National Grid/Universal Transverse Mercator Grid (UTM) as described by the National Reference System.

Projection:	Universal Transverse Mercator Zone 33N
Ellipsoid:	Hayford International
Datum:	European Datum 1950 or WGS84
Grid:	UTM Zone 33 N
Unit of measurement:	Metre
Meridian of Origin:	15° East of Greenwich
Latitude of Origin:	Equator
Scale Factor at Origin:	0.9996
False co-ordinates of Origin:	500,000 m Easting, Nil m Northing

All reports, power point presentations, informative material, information panels and other printed material produced through this tender must clearly state that this project is financed by the European Regional Development Fund through the Programme MED and shall adhere to the official regulations that govern the Territorial Cooperation Programmes. The Contractor shall consult the relevant publicity guidelines for Territorial Cooperation projects issued by the Planning and Priorities Coordination Department (PPCD) [[www.ppcd.gov.mt](http://www.ppcd.gov.mt)], to ensure that the correct publicity text and logos are used.

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

To be completed by the tenderer

## 1. RATIONALE (20%)

- 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 (65%)

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives, providing further detail to what is included in the terms of reference
- The related inputs and outputs
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract, including a list of non-key expert support staff, if any, that will be deployed on the contract and evidence of how the proposed number of staff will contribute to timely achievement of the activities of the contract
- A brief description of the methodology that will be employed to achieve data collection related tasks, including an indication of ground truthing and field surveying that is envisaged
- 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 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 (15%)

- 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: ..... ..... ..... ..... ..... .....