



DEPT. REF: EUPA/13/2016

**SERVICES TENDER
FOR THE PRODUCTION, DESIGN AND PRINTING OF WORKBOOKS**

Closing Date: Friday 29th April 2016 (noon)

Date Published: Friday 15th April 2016

This Tender is Free of Charge

IMPORTANT:

- No Bid Bond is requested for this tender

SERVICES TENDER FOR THE PRODUCTION, DESIGN AND PRINTING OF WORKBOOKS

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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 Director General Contracts/Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), 16.1(c), 16.1(d) and 16.1(e)(i) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(e)(ii) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for the production, design and printing of workbooks.
- 1.3 This is a global-price contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

	DATE	TIME*
Clarification Meeting (Refer to Clause 9.1)	Not applicable	
Deadline for request for any additional information from the Contracting Authority	Thursday 21 st April 2016	10:00am
Last date on which additional information are issued by the Contracting Authority	Tuesday 26 th April 2016	10:00am
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	Deadline :- Friday 29th April 2016 Opening Session- Friday 29 th April 2016	Noon 12:05pm

* All times Central European Time (CET)

3. Lots

- 3.1 This tender is not divided into lots.
- 4.1 The project is *financed* by public funds in accordance with CION Financial Regulations and National Agency Rules.
- 4.2 The beneficiary of the financing is the European Union Programmes Agency.

5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 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.
- 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:

- **Qualified or experienced staff capable of carrying out the works as outlined in Volume 3 - Technical Specifications.**

Public employees may be recruited as experts as long as it is ascertained through the self-declaration as per Volume 1, Section 4, Form 3.2; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 497 of the Laws of Malta (First Schedule Code of Ethics Article 5). This self-declaration is to be endorsed by all Key Experts (who are also Public Employees)

Volume 1 - Section 4 - 2- Key Experts

- **At least one graphic designer capable to develop the design of the workbooks and is an expert user of Illustrator, Photoshop, In Design or equivalent.**

7. Multiple Tenders

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

8. Tender Expenses

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

9. Clarification Meeting

- 9.1 No clarification meeting/site visit is planned.

B. TENDER DOCUMENTS

10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- | | |
|----------|---|
| Volume 1 | Instructions to Tenderers |
| Volume 2 | <ul style="list-style-type: none">• Draft Contract• General Conditions (available online from www.contracts.gov.mt/conditions)• Special Conditions |
| Volume 3 | Terms of Reference |
| Volume 4 | Model Financial Bid |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

11.1 Tenderers may submit questions in writing to the Contracting Authority through:

- sending an email to procurement.eupa@gov.mt

up to **10:00am of Thursday 21st April 2016**. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to **10:00am of Tuesday 26th April 2016**.

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the European Union Programmes Agency (EUPA) www.eupa.org.mt. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

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

12. Labour Law

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

13. Law

13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

C. TENDER PREPARATION

14. Language of Tenders

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

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

15. Presentation of Tenders

15.1 Tenders must satisfy the following conditions:

- (a) All tenders must be submitted in **one original**, clearly marked "original", and **one identical copy** (including all documentation as in the original) signed in the same way as the original and clearly marked "copy".
- (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the European Union Programmes Agency (EUPA), for verification purposes only should the need arise.
- (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the European Union Programmes Agency (EUPA), Continental Business Centre, Railway Road, St.Venera.
- (d) All package, as per (b) above, must bear only:
 - (i) the above address;
 - (ii) the reference of the invitation to tender concerned;
 - (iii) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):
- (a) No Bid Bond is required
 - (b) *General/ Administrative Information*^(Note 2)
 - (i) Statement on Conditions of Employment (Volume 1, Section 4)

Selection Criteria
 - (c) *Financial and Economic Standing*^(Note 2)
 - (i) (No Evidence of economic and financial standing is required)
 - (d) *Technical Capacity*^(Note 2)
 - (i) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4)
 - (ii) Samples of items of equal or better quality (in accordance with Volume 3).
 - (e) *Evaluation Criteria/ Technical Specifications*
 - (i) Tenderer's Technical Offer in response to specifications/Terms of Reference (Volume 3)^(Note 3)
 - (f) *Financial Offer/ Bill of Quantities*^(Note 3)
 - (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 clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

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

17. Tender Prices

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge

mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, except for revision of prices due to Cost of Living Adjustment (COLA) or otherwise provided for in the Special Conditions.

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 90 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 The Director General Contracts/Head of Contracting Authority may consider to cancel the tender following consultations with the General Contracts Committee/Permanent Secretary; in the event that the evaluation process has not been concluded by the end of the validity period of the submitted bids.
- 19.3 In exceptional circumstances the Central Government Authority/Contracting Authority may request that tenderers extend the validity of tenders, without extending the validity of the Tender Guarantee (Bid Bond), for two further periods of four (4) weeks each. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.4 Following the further extension by eight (8) weeks, in accordance with Regulation 6(2)(c) of LN296/2010 the non conclusion of the evaluation process will automatically lead to the cancellation of the tender, provided that the Director General (Contracts)/Head of Contracting Authority shall consult the General Contracts Committee/Permanent Secretary.
- 19.5 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

21. Variant Solutions

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

22. Preparation and Signing of Tenders

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

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in the Agency’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:

**European Union Programmes Agency
Continental Business Centre,
Railway Road
Santa Venera,
SVR9018**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

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

25. Late Tenders

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the European Union Programmes Agency (EUPA), Continental Business Centre, Railway Road, St. Venera, Malta by the Evaluation Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at EUPA premises.
- 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 tender.

29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail. 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 Director General Contracts/Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), 16.1(c), 16.1(d) and 16.1(e)(i) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(e)(ii), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

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

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

- Evidence of financial and economic standing (sub-Clause 6.1.1)
- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

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

30.5 Part 4. Financial Evaluation

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

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

31. Correction of Arithmetical Errors

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

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

words will prevail;

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

- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

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

33. Right of the 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 General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
 - (ii) the name of the successful tenderer;
 - (iii) the recommended price of the successful bidder;
 - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
 - (v) the deadline for filing a notice of objection (appeal);

(vi) the deposit required if lodging an appeal.

- 34.3 The recommendations of the General Contracts Committee shall be published online on the Agency's website, www.eupa.org.mt

35. Contract Signing

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as second cheapest may be recommended for award, and so on and so forth.

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

36. Commencement of Services

- 36.1 Following the signing of the contract by both parties, the Contracting Authority 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 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 staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the 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/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

39. Gender Equality

- 39.1 In carrying out 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.

C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer

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 ***** We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:

Service Tender for the Production, design and printing of workbooks
- 3 The total price of our tender (inclusive of duties, other taxes and any discounts but exclusive of VAT) is:

[.....]
- 4 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 5 We are making this application in our own right and for this tender. We confirm that we are not tendering for the same contract in any other form
- 6 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.
- 7 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.
- 8 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.
- 9 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.
- 10 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
 - (a) **Tender Guarantee** ^(Note 1)
 - o No Bid Bond is required.
 - (b) **General Information** ^(Note 2)
 - o Statement on Conditions of Employment
 - Selection Criteria** ^(Note 2)
 - (c) **Financial and Economic Standing** ^(Note 2)
 - o No Evidence of Economic and Financial Standing is required.

(d) Technical Capacity

- Personnel (Key Experts) to be employed on contract (Volume 1, Section 4) ^(Note 2)
- Samples of items of equal or better quality (in accordance with Volume 3) ^(Note 2)

(e) Evaluation Criteria/Technical Specifications

- Tenderer's Technical Offer ^(Note 3)

(f) Tender Form, and Financial Offer/Bill of Quantities ^(Note 3)

Notes:

1. Tenderers will be requested to clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. This is indicated by the symbol ○
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●

- 12 I acknowledge that the Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), 11(c), 11(d) and 11(e) first bullet of this Tender Form. We understand that such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: _____

I.D. / Passport Number: _____

Signature of tenderer: _____

Duly authorised to sign this tender on behalf of: _____

Company VAT No:
(if applicable) _____

Stamp of the firm/company: _____

Place and date: _____

VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

1. Statement on Conditions of Employment

1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions including wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.
2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.
3. The sub-contractor/s agree to all the conditions listed in this statement.
4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.
5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.
6. It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
7. It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.
8. It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.
9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.
10. A list of the minimum hourly workers' costs involving the provision of the employees' services in this tender shall be made available upon request.

Signature

Name of Signatory

I.D. No.

Name of bidder/contractor

Date

2. Key Experts

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

Name of Expert	Proposed Position	Nationality	Educational Background	Specialist Area of Knowledge

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

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

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

Name of Key Expert:

Signature:

Date:

3.2 Declaration Form

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT/PERSONNEL WHO IS EMPLOYED WITH THE PUBLIC ADMINISTRATION

PUBLICATION REF: _____

I, the undersigned, hereby declare that I do not have any Conflict of Interest as defined in the Public Administration Act, Chapter 497 of the Laws of Malta - First Schedule, Code of Ethics, Article 5.

I also declare that, I am not engaged in another project or in a position which may give rise to a possible private or personal interest sufficient to influence or appear to influence the objective exercise of my duties as public employee.

By making this declaration, I understand that as a public employee I shall avoid any financial or other interest or undertaking, which could directly or indirectly compromise the performance of my duties as public employee.

I am fully aware that the onus to disclose any possible conflict of interest lies solely on me and I shall be responsible to disclose any foreseen conflict of interest to my seniors/head of organization within one week from when the need arises as well as inform the Contractor accordingly.

Furthermore, I confirm that I shall also abide by the provisions laid down in Article 37 - Ethics Clauses of the Instructions to Tenderers.

Name of Key Expert:

Signature:

Date:

4. Sample list

1. List of samples to be submitted with the tender:

Item	Description	Reference in Technical Specifications
1.1	Samples of items of equal or better quality (in accordance with Volume 3)	

VOLUME 1 SECTION 5 - GLOSSARY

Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

Beneficiary Country: The Maltese Islands.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Budget Breakdown: In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

Cash Flow Forecast: The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

Contracting Authority: means the Department of Contracts.

Commission: The European Commission.

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

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

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

Contracting Authority: means the final beneficiary of the contract.

Contractor: The party which contracts to perform the services.

Day: Calendar day.

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

EC: The European Community.

EU: The European Union.

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the 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 Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

Global Price Contract: A contract under which the services are performed for an all-inclusive fixed price.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Project Manager which modifies the works.

Month: Calendar month.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project: The project in relation to which the services are to be provided under the contract.

Project Manager: The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

Public Service: Government Ministries and Departments.

Services: Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Terms of Reference: The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

Time Limits: Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

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

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

Part XII - Separate packages in tender offer

The procedure for the submission of separate packages in the tender offer is stipulated in Part XII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:
 - (a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;
 - (b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and
 - (c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.

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

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

- (3) Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Department of Contracts as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.
- (4) A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Department of Contracts at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer's or other person having or having had an interest in obtaining a particular public contract's favour:

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

- (5) The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.
- (6) The procedure to be followed by the Board when carrying out the review shall consist in a complete and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.
- (7) In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.
- (8) The Chairman of the Review Board shall also have the right to seek expert advice from outside the department or contracting authority involved.
- (9) The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.
- (10) Any tenderer or any other person having or having had an interest in obtaining a particular

public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

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

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

Part XIII - Appeals

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

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

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

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

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

- (2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
 - (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
 - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
 - (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;
 - (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

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

VOLUME 2

VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: EUPA
Project: Service Tender for the Production, design and printing of workbooks

Contract Number: 1

This contract is concluded between:

EUPA,
Continental Business Centre,
Old Railway Track,
Sta. Venera
Malta

(hereinafter called “The Contracting Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

(hereinafter called “The Contractor”) on the other part,

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

EUPA/13/2016

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the Terms of Reference,
 - (e) the Contractor’s technical offer (Organization & Methodology) (including any clarifications made during adjudication),
 - (f) the Financial Offer (after arithmetical corrections)/breakdown,
 - (g) the Tender Form,
 - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
- Contract price (*excluding/including* VAT/other taxes): €.....
 - Contract price in words:..... Euro
- or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).
5. 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.
6. The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

Done in English in two originals: one for the Contracting Authority, 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 1.06) can be viewed/downloaded from:

<http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx>

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

National Coordinator
EUPA,
Continental Business Centre,
Railway Road,
Sta. Venera

Article 5: Supply of Information

As per General Conditions.

Article 6: Assistance with Local Regulations

As per General Conditions.

Article 7: Obligations of the Contractor

As per General Conditions.

Article 13: Medical, Insurance and Security Arrangements

As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

As per General Conditions.

Article 15: Scope of the Services

The scope of the services is defined in Section 4 (Terms of Reference)

Article 16: Personnel and Equipment

As per General Conditions.

Article 18: Execution of the Contract

The Performance of this contract shall be from within [7 days from the letter of commencement] and the period of execution of the contract will be [1] month from this date.

Article 19: Delays in Execution

As per General Conditions.

Article 20: Amendment of the Contract

As per General Conditions.

Article 24: Interim and Final Progress Reports

Not applicable.

Article 26: Payments and Interest on Late Payment

As per General Conditions.

Article 27: Pre-Financing Guarantee

Not applicable.

Article 28: Audit Certificate

Not applicable.

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 - Contracting Authority

European Union Programmes Agency (EUPA)

1.3 - Relevant Country Background

Malta

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

These publications will be used during the Personal Social and Career Development (PSCD) sessions. PSCD has a strong element of career education. The Reflective workbooks will help students to reflect on their learning in the classroom. The act of reflecting on thoughts, ideas, feelings, and their own learning encourages the development of meta-cognitive skills by helping students self evaluate and assimilate what has been learned.

2.2 - Specific Objectives

The requirements are as follows :-

- Production, design and printing of 2 workbooks for Form 3 & Form 4

Production, Design and Printing of Form 3 Reflective Workbook		
1.1	Printing of Form 3 workbook	
	Quantity	5000
	Size	Portrait Orientation A4
	Paper	Yellow of not less than 80gsm The printed paper should be dyslexic friendly
	Pages	Circa 66 pages (double sided printing) + cover in Full Colour

	Cover	Board cover of not less than 350gsm, gloss lamination. Printing CMYK
	Binding	Stapled
	Font	Comic Sans or Century Gothic
	Illustrations	Approximately: 20. The illustrations will be provided by EUPA
	Stock Images	Approximately: 90. The stock images will be provided by EUPA
Design of Form 3 workbook		
	The selected bidder shall	<ul style="list-style-type: none"> - Design the Form 3 workbook. - Be in constant contact with the authors

Production, Design and Printing of Form 4 Reflective Workbook		
1.2	Printing of Form 4 workbook	
	Quantity	5000
	Size	Portrait Orientation A4
	Paper	Yellow of not less than 80gsm The printed paper should be dyslexic friendly
	Pages	Circa 108 pages (double sided printing) + cover in Full Colour
	Cover	Board cover of not less than 350gsm, gloss lamination. Printing CMYK
	Binding	Stapled
	Font	Comic Sans or Century Gothic
	Illustrations	Approximately: 20. The illustrations will be provided by EUPA
	Stock Images	Approximately: 90. The stock images will be provided by EUPA
Design of Form 3 workbook		
	The selected bidder shall	<ul style="list-style-type: none"> - Design the Form 4 workbook. - Be in constant contact with the authors.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Meeting Intervention

The Contractor will need to take into account the project deadline.

3.2 - Risks

4. Scope of the Work

4.1 - General

4.1.2 Geographical Area to be covered

Malta

4.1.3 Target Groups

Secondary school students (3rd and 4th Form students)

5. Logistics and Timing

5.1 - Commencement Date & Period of Execution

The Performance of this contract shall be from within [7 days from the letter of commencement] and the period of execution of the contract will be [1] month from this date.

6. Requirements

6.2 - 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.

VOLUME 4 - FINANCIAL BID

FINANCIAL BID:-

EUPA/13/2016 - Service Tender for the production, design and printing of workbooks

Item	Description of Service	Total including Taxes, Other Duties & Discounts <u>but</u> exclusive of VAT Amount in Euro (€)	Total including Taxes, Other Duties & Discounts inclusive of VAT Amount in Euro (€)
1.1	Production, Design and Printing of Form 3 Reflective Workbook		
1.2	Production, Design and Printing of Form 4 Reflective Workbook		
	GRAND TOTAL		