

## **IMPORTANT NOTE**

### **Submission of e-Tenders**

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that ONLY in the case of New Account Registrations, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) or through the e-ID Service via the MyGov website at [www.mygov.mt](http://www.mygov.mt). In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CFT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

### **Submission of Financial Offer**

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. VAT shall be paid in accordance with the current VAT regulations.



REFERENCE NUMBER: MEUSAC-ESF/03/2018

# SERVICE TENDER FOR THE PROVISION OF TRAINING SERVICES

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Date Published: 03/07/2018

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Deadline for Submission: 23/07/2018

at 09:30  
CET/CEST

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Tender Opening: 23/07/2018

at 10:00  
CET/CEST

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Operational Programme II - European Structural and Investment Funds 2014-2020  
*"Investing in human capital to create more opportunities and promote the well-being of society"*

Project part-financed by the European Social Fund  
Co-financing rate: 80% European Union; 20% National Funds



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## IMPORTANT

Clarifications shall be uploaded and will be available to view/download from [www.etenders.gov.mt](http://www.etenders.gov.mt)

□ This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

**Malta-EU Steering and Action Committee (MEUSAC)**

280, Republic Street, Valletta VLT 1112 · 22003300 · [www.meusac.gov.mt](http://www.meusac.gov.mt)

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender (unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS), the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).

No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the e-tenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the <http://www.etenders.gov.mt> portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format (xml tender structure), the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded/accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

**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 tenderers to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

- 1.2 The subject of this tender is the provision of training services to MEUSAC employees in line with Work Package 2 of the ESF-funded project '*ENGAGE: Enhancing Stakeholder Participation in Social Dialogue*'.
- 1.3 The place of acceptance of the services shall be Malta, the time-limits for the execution of the contract shall be three (3) months, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price for service contracts.

- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is the Malta-EU Steering and Action Committee (MEUSAC).

## 2. Timetable

	DATE	TIME
Workshop (Refer to Clause 6.2)	Refer to 6.2	-
Deadline for request for any additional information from the Contracting Authority:  Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a>	15/07/2018	12:00
Last date on which additional information can be issued by the Contracting Authority	19/07/2018	12:00
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	23/07/2018	09:30
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	23/07/2018	10:00

\* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable

## 3. Lots

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

## 4. Variant Solutions

- 4.1 Variant solutions cannot be applied for departmental tenders.

## 5. Financing

- 5.1 The project is part-financed by the European Union, in accordance with the rules of the European Social Fund 2014-2020.

## 6. Clarification Meeting/Site Visit/Workshop

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Economic operators may register to attend a workshop organised in collaboration with the Institute for Public Services (Ex-CDRT: Centre for Development, Research and Training) at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, economic operators will be provided with the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person.

## **7. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators in Tender Response Format.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (iv) Power of Attorney (if applicable). <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (if applicable). <sup>(Note 2A)</sup>

### **(B) Exclusion (including blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).** <sup>(Note 2A)</sup>

- (i) Declaration concerning exclusion grounds (as per tender structure)
- (ii) No Selection Criteria is being requested for this tender.

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>
- (ii) Key Experts Form, the Statement of Exclusivity and Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs. <sup>(Note 2A)</sup>
- (iii) Tenderer's Technical Offer (Organisation and Methodology). <sup>(Note 3)</sup>
- (iv) No literature list is required.

### **(D) Financial Offer**

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** <sup>ZU1U</sup> **(Grand Total)** for the services tendered as per Tender Response Format. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

**Notes to Clause 7:**

1. *Not applicable for departmental tenders.*
  2. A) *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*  
B) *Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.*
- All Rectifications are free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

**8. Tender Guarantee (Bid Bond)**

- 8.1 No tender guarantee (bid bond) is required.

**9. Criteria for Award**

- 9.1 The contract will be awarded to the tenderer submitting the offer with the Best Price Quality Ratio (BPQR) in accordance with the below.

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 9.3). 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 BPQR is established by weighing technical quality against price on a 60/40 basis respectively. This is done by multiplying;

- the technical scores awarded to the offers by 0.60
- the financial scores awarded to the offers by 0.40

- 9.2 The evaluation process

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the published Terms of Reference/Technical Specifications (Section 4).

When evaluating technical offers, each evaluator awards for each criterion/sub-criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid (Article 9.3). The score given to the criterion/sub-criterion (out of 100) will be multiplied by the weighting indicated against each criterion/sub-criterion.

Tenderers must achieve an average technical score of sixty (60)%. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of



evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula:

$$\text{Technical score} = \frac{\text{Average Technical Score of the Respective Offer}}{\text{Highest Average Technical Score}} \times \text{Technical Weight}$$

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of (60)% or more and/or those which have achieved the set threshold for individual criterion/sub- criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

The offer with the lowest price will be awarded 100% of the financial weight. The other offers will be awarded scores in proportion to the offer with the lowest price as per below formula;

$$\text{Financial score} = \frac{\text{Lowest Priced Offer}}{\text{Financial Offer of the Tender Being Considered}} \times \text{Financial Weight}$$

The BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualised overleaf;

### 9.3 Evaluation Grid

Criteria/Sub-Criteria		Weighting (MAX MARKS) (%)
<b>A.</b>	<b>TIMETABLE OF ACTIVITIES</b>	
1.	<p>Gantt Chart that illustrates the timing, sequence and duration of the activities, taking into account the requirements and timeframes as per section 4.2 and 5.2 of the Terms of Reference (ToR).</p> <p>The marks shall be staggered in line with the following sub-criteria:</p> <ul style="list-style-type: none"> <li>- the timing; (5 marks)</li> <li>- sequence of activities; (5 marks)</li> <li>- duration of the activities; (5 marks)</li> <li>- the requirements and timeframes indicated in the ToR. (5 marks)</li> </ul> <p>(5 marks each)</p>	<p><b>Max 20 marks</b></p> <p><b>5 marks</b> will be allocated for the Gantt Chart that is deemed 'Exceptional' - meaning that it incorporates all timeframes mentioned in the ToR and also provides milestones that exceed by far the expected results.</p> <p><b>3 marks</b> will be allocated for the Gantt Chart that is deemed 'Good' - and, therefore, meeting all the requirements of the ToR and also goes beyond what is expected.</p> <p><b>2 marks</b> will be allocated for just meeting the minimum requirements of the ToR.</p>
<b>B.</b>	<b>COMPLETENESS AND CLARITY OF THE TENDER</b>	

2.	<p>A thorough description of the approach proposed to ensure an adequate organisation of the training activities, including the preparation of training materials and documentation as per Section 4.2 of ToR.</p> <p>The marks shall be staggered in line with the following sub-criteria:</p> <ul style="list-style-type: none"> <li>- to ensure an adequate organisation of the training activities; (5 marks)</li> <li>- the preparation of training materials (5 marks)</li> <li>- the preparation of the documentation to be utilised other than the training material. (5 marks)</li> </ul> <p>(5 marks each)</p>	<p style="text-align: center;"><b>Max 15 marks</b></p> <p><b>5 marks</b> will be allocated for the description that is deemed 'Exceptional' - meaning that it incorporates all elements mentioned in the ToR and also provides a description that by far exceeds the expected results.</p> <p><b>3 marks</b> will be allocated for the description that is deemed 'Good' - and, therefore, meeting all the requirements of the ToR but also addresses issues over and above those mentioned in the same ToR.</p> <p><b>2 marks</b> will be allocated for just meeting the minimum requirements of the ToR.</p>
<b>C. METHODOLOGY</b>		
3.	<p>A detailed description of the allocation of human resources to the project, demonstrating why and how this allocation is adequate for the tasks outlined.</p> <p>The tenderer should provide details on the allocation of human resources and the rationale behind the choice of this allocation for activities listed in Section 4.2.1 of the ToR.</p> <p>The marks shall be staggered in line with the following sub-criteria:</p> <ul style="list-style-type: none"> <li>- the allocation of human resources to the project; (5 marks)</li> <li>- why are the trainers appropriate for the selected training activity, specified in Section 4.2 (5 marks)</li> <li>- how is the number of trainers adequate for the tasks outlined. (5 marks)</li> </ul> <p>(5 marks each)</p>	<p style="text-align: center;"><b>Max 15 marks</b></p> <p><b>5 marks</b> will be allocated for tenders who will allocate 8 or more trainers to carry out the tasks indicated in Section 4.2.1 of the ToR.</p> <p><b>3 marks</b> will be allocated for tenders who will allocate between 4-7 trainers to carry out the tasks indicated in Section 4.2.1 of the ToR.</p> <p><b>2 marks</b> will be allocated for tenders who will allocate between 1-3 trainers to carry out the tasks indicated in Section 4.2.1 of the ToR.</p>
4.	<p>A detailed description of the activities listed in Section 4.2.1 of the ToR.</p> <p>The marks shall be staggered in line with the following sub-criteria:</p> <ul style="list-style-type: none"> <li>- the methodology to obtain a good</li> </ul>	<p style="text-align: center;"><b>Max 15 marks</b></p> <p><b>5 marks</b> will be allocated for the description that is deemed 'Exceptional' - meaning that it incorporates all elements mentioned in the ToR and also provides a description that by far exceeds the expected results.</p>

	<p>understanding of the training needs of participants; (5 marks)</p> <ul style="list-style-type: none"> <li>- quality of the proposed training plan based on the needs identified by participants; (5 marks)</li> <li>- an indicative programme of activities.(5 marks)</li> </ul> <p>(5 marks each)</p>	<p><b>3 marks</b> will be allocated for the description that is deemed 'Good' - and, therefore, meeting all the requirements of the ToR but also addresses issues over and above those mentioned in the same ToR.</p> <p><b>2 marks</b> will be allocated for just meeting the minimum requirements of the ToR.</p>
<b>D. MANAGEMENT</b>		
5.	<p>A detailed description of risk analysis related to the contract implementation which could adversely affect the execution of the activities as identified in Section 4.2 of the ToR.</p> <p>The marks shall be staggered in line with the following sub-criteria:</p> <ul style="list-style-type: none"> <li>- detailed description of risk analysis related to the contract implementation which could adversely affect the execution of the contract; (5 marks)</li> <li>- Resources available to counter the risk identified in section 3.2 of the ToR. (5 marks)</li> </ul> <p>(5 marks each)</p>	<p style="text-align: center;"><b>Max 10 marks</b></p> <p><b>5 marks</b> will be allocated for each criterion that is deemed 'Exceptional' - meaning that it incorporates all elements mentioned in the ToR and also provides an analysis of the risks/response that by far exceeds the expected approach.</p> <p><b>3 marks</b> will be allocated for each criterion that is deemed 'Good' - meaning that it incorporates all elements mentioned in the ToR but it also addresses, over and above, the expected approach.</p> <p><b>2 marks</b> will be allocated for each criterion for just meeting the minimum requirements of the ToR.</p>
6.	<p>The identification of satisfactory and acceptable or alternative solutions in light of any identified risks listed in Section 3.2 of the ToR.</p> <p>The marks shall be allotted on the proposed mitigation on each risk as follows:</p> <ul style="list-style-type: none"> <li>- the contractor does not have the expertise and resources to carry out this training (3marks);</li> <li>- varying number of participants due to sickness, work commitments, work load or official business abroad (3 marks);</li> <li>- no certification is provided (3 marks);</li> <li>- Any unforeseen circumstances that may hinder the implementation(3 marks);</li> <li>- Limit timeframes to implement the activities outlined (3 marks).</li> </ul> <p>(3 marks each)</p>	<p style="text-align: center;"><b>Max 15 marks</b></p> <p><b>3 marks</b> will be allocated for each criterion that is deemed 'Exceptional' - meaning that it incorporates all elements mentioned in the ToR and also provides an analysis of the risks/response that by far exceeds the expected approach.</p> <p><b>2 marks</b> will be allocated for each criterion that is deemed 'Good' - meaning that it incorporates all elements mentioned in the ToR but it also addresses, over and above, the expected approach.</p> <p><b>1 mark</b> will be allocated for each criterion for just meeting the minimum requirements of the ToR.</p>

7.	Minimum Education and Professional Qualification of the Key Expert as per Article 6.1 of ToR.	<p style="text-align: right;"><b>Max 10 marks</b></p> <p><b>10 marks</b> will be allocated for MQF Level 8 (PhD) or equivalent</p> <p><b>8 marks</b> will be allocated for MQF Level 7 (Masters) or equivalent</p> <p><b>5 marks</b> will be allocated for MQF Level 6 (Bachelor’s Degree) or equivalent</p>
		<b>Total Criteria Weight</b>
		<b>100</b>

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations*

#### Appeals from decisions taken after the closing date for the submissions of an offer

270. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) 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, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.
271. The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.
272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.
273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.
274. The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.
275. The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.
276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:
- (a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

## 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

Further to the provision of the General Conditions, all written communication following the award of the contract relating to this Contract between the Contracting Authority and the Contractor must be sent by post and e-mail to the Project Leader, at the following address:

Project Leader - ESF.PA4.0086  
Malta-EU Steering and Action Committee (MEUSAC)  
280, Republic Street Valletta VLT 1112  
E-mail: [info.meusac@gov.mt](mailto:info.meusac@gov.mt)

All communication is to bear the tender title and reference number. The Contracting Authority upon date of last signature of contract shall inform the Contractor of the name of the Project Leader and the project manager.

The language of the contract and of all written communication between the Contractor and the Contracting Authority, the Central Government Authority, the Project Leader and the project manager shall be in English.

### Article 5: Supply of Information

As per General Conditions.

### Article 6: Assistance with Local Regulations

As per General Conditions.

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 authorisation that may be required for the undertaking of contract activities as per General Conditions.

### Article 7: Obligations of the Contractor

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee.

The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority.

The Contract will not be endorsed by the Contracting Authority until the performance

guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 excluding VAT, and 10% where the amount of the total contract value is €500,000 or above.

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

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

As per General Conditions.

Furthermore, the appointed Contractor shall treat all information, material and correspondence related to the execution of this contract as strictly confidential and shall not disclose any such information, materials and correspondence to any third party whatsoever without a prior written consent of the Contracting Authority.

All property issued by the Contracting Authority to the Contractor in connection with this Contract Agreement shall remain the property of latter and shall be used in the execution of the Contract Agreement, and for no other purpose whatsoever without the prior approval of the Contracting Authority. The Contractor shall keep all the Contracting Authority's property in safe custody and good condition, set aside and clearly marked as the property of MEUSAC.

On expiry or earlier termination of the Contract Agreement, the Contractor shall, if so required, either return such property to the Contracting Authority or otherwise dispose of it as instructed by the Contracting Authority.

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

All reports and data such as visuals, photographs, graphics, write-ups, editorial content, plans, statistics and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not publish articles relating to the data collected or refer to it when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it deems fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

### **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 commencement date of the Contract is the date of the last signature on the Contract by the Contractor and the Contracting Authority.

The Contract shall have a delivery period of three (3) months.

#### Article 19: Delays in Execution

The Contractor may be bound by a flat rate compensation per day as a penalty of any delays to the delivery time specified in this Tender and the maximum aggregate amount for such compensation is 2/1000 of the contract price per day's delay, up to a limit of 10% of the total price.

#### Article 20: Amendment of the Contract

As per General Conditions.

#### Article 24: Interim and Final Progress Reports

Further to the provisions of the General Conditions, the Contractor shall provide reports as indicated under Article 7 of Section 4 of the Terms of Reference. Such reports are additional to any deliverables required in Section 4.2 of these Terms of Reference.

#### Article 26: Payments and Interest on Late Payment

This is a global price contract.

The payments that shall be carried out as follows on the presentation of an invoice provided by the supplier, will be made according to the following schedule:

Narrative	Percentage (%)
Pre-financing First payment within 20 days from signature of contract	40%
Balance The balance of the contract value stated within 30 days of the approval by the Contracting Authority of a final report. The report shall accompany the final invoice. Such approval or rejection may not be delayed by more than 30 days.	60%
<b>TOTAL</b>	<b>100%</b>

Payments are to be effected within a maximum of 45 calendar days, failing which the

provisions of the Late Payments Directive will come into effect. The invoice can only be issued and processed after the final reports are submitted.

#### **Article 27: Pre-Financing Guarantee**

This guarantee shall be retained until the completion of at least one of the training activities indicated in Section 4.2 of the Terms of Reference.

#### **Article 30: Revision of Prices**

Not applicable.

#### **Article 39 Further Additional Clauses**

In cases where the contract is for any reason terminated, apart from any other rights pertaining to it under the Contract, the Contracting Authority, shall have the right to obtain the same service from other suppliers and all extra cost shall be borne by the defaulting Contractor.

## SECTION 4 - TERMS OF REFERENCE <sup>(Note 3)</sup>

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

### **1. Background Information**

#### **1.1 - Beneficiary Country**

Malta.

#### **1.2 - Central Government Authority**

Department of Contracts.

#### **1.3 - Contracting Authority**

Malta-EU Steering and Action Committee.

#### **1.4 - Relevant Country Background**

Not applicable.

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

In the pre-accession process leading up to EU membership in 2004 and since its re-activation in 2008, MEUSAC has been an integral part of the local consultation process involving stakeholders and civil society organisations including the social partners. The mission of the agency has revolved around the underlying principle of bringing the European Union closer to citizens, civil society and other stakeholders in Malta mainly by steering a consultation process on EU policy and legislation, disseminating EU related information and assisting local councils and civil society organisations to secure EU funds.

The key tasks of MEUSAC, which was established as a public agency by virtue of Legal Notice 154 of 2017, are:

- To afford civil society organisations and other interested stakeholders with a possibility to participate in the formulation of Malta's position in the Council of the EU on legislative proposals and initiatives
- To facilitate the consultation process on EU policy and legislation between the government and civil society
- To assist NGOs and local councils in particular to identify appropriate funding programmes, as well as to advise them on project planning and design and continuous assistance during the application stage
- To provide plain and simple information to the public on the EU

- To lead and stimulate a national debate on European values and vision

More information on MEUSAC may be obtained by accessing its website on [www.meusac.gov.mt](http://www.meusac.gov.mt)

## 1.6 - Related Programmes and Donor Activities

This tender is being issued as part of a project which is part-financed by the European Social Fund; Operational Programme II - European Structural and Investment Funds 2014-2020 “Investing in human capital to create more opportunities and promote the well-being of society”. Co-financing: 80% European Union 20% National Funds.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

MEUSAC remains committed to bring the EU closer to civil society, citizens and other stakeholders in Malta through the provision of specific services such as steering a structured process that facilitates social dialogue on EU affairs in Malta, disseminating EU-related information as well as by stimulating a national debate on European values and vision. MEUSAC seeks to provide information in as plain and simple language as possible to the public on Malta’s position within the EU and its institutions, as well as on the rights Maltese citizens have as EU citizens.

Social dialogue may be strengthened if there is thorough knowledge both of the needs of stakeholders as well as on the best methodologies to be adopted to ensure that stakeholders are aware of and engaged in the EU decision making process.

Translating and communicating complex processes and decisions into simple and easily understood language remains a significant challenge that requires ongoing training and capacity building of MEUSAC staff. This is why it is essential for MEUSAC employees to benefit from training to engage stakeholders in a meaningful process of social dialogue and communicate effectively with them whilst seeking to reach out to as many sectors of society as possible.

### 2.2 - Specific Objectives

The specific objectives of this contract are as follows:

- To invest in Government’s services by providing the necessary skills to MEUSAC employees on stakeholder engagement in EU decision making process;
- To invest in Government’s services by providing the necessary skills to MEUSAC employees on how to provide simple and effective information on EU decision making processes;
- To invest in Government’s services by providing the necessary skills to MEUSAC employees on EU project management.

### 2.3 - Results to be achieved by the Consultant<sup>1</sup>

- Communicate more effectively key messages relating to the formulation of policies and reforms
- Up-skilling of persons particularly in areas related to MEUSAC’s core functions in order to provide a better quality service
- 7 persons trained in effective communication skills

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<sup>1</sup> Also referred to as the tenderer/contractor

- 5 persons trained in stakeholder engagement
- 6 persons trained in EU project management
- Contribute towards enhancing social dialogue in Malta

### **3. Assumptions and Risks**

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

It is assumed that the tenderer is:

- Equipped in terms of expertise and resources to perform the work according to these terms of reference;
- Key Experts are available for the duration of the assignment;
- Flexible and capable of adhering to specific targets within the stipulated deadlines without jeopardising the quality of work;
- Presents high quality work and timely reporting (including language and presentation);
- Addresses any issues and concerns, which may arise during the implementation of the tender and undertake the necessary consultation with all relevant stakeholders.

#### **3.2- Risks**

The major risks include but are not limited to:

- The contractor does not have the expertise and resources to carry out this training;
- Varying number of participants due to sickness, work commitments, work load or official business abroad;
- No certification is provided;
- Any unforeseen circumstances that may hinder the implementation;
- Limit timeframes to implement the activities outlined.

### **4. Scope of the Work**

#### **4.1 - General**

##### **4.1.1 Project Description**

During the accession negotiations and since joining the EU, MEUSAC has been an integral part of the national consultative processes involving stakeholders, primarily social partners and civil society in social dialogue.

The objectives of the project are:

- To identify the most effective engagement methodologies in order to provide a service which meets the needs of stakeholders;
- To invest further in the services provided by the government by providing the necessary skills to MEUSAC staff on how stakeholder capacity may be enhanced;
- To enhance the capacity of stakeholders through training and increased awareness on the processes, tools and opportunities for increased stakeholder participation.

This project consists of 3 work packages: WP1: Stakeholder Engagement Analysis; WP2: Strengthening Engagement Capacities; WP3: Capacity Building for increased/improved stakeholder participation. This tender concerns the implementation of Work Package 2.

The project includes results that will lead to an increase in stakeholder engagement and in the quality of social dialogue in Malta.

This project is part-financed by the European Social Fund; Operational Programme II - European Structural and Investment Funds 2014-2020 "*Investing in human capital to create more opportunities and promote the well-being of society*". Co-financing: 80% European Union 20% National Funds.

#### 4.1.2 *Geographical Area to be covered*

Malta and Gozo.

#### 4.1.3 *Target Groups*

The target group of this tender is MEUSAC employees.

## 4.2 - Specific Activities

### 4.2. Training Activities

1

The tenderer is required to prepare three (3) training courses to be delivered to MEUSAC employees in EU project management, effective communication on EU decision making processes and stakeholder engagement in EU decision making process respectively.

The Contracting Authority will be in charge of the practical organisation of the training activities (including venue, equipment, catering, etc). The training will be carried out primarily in English. The training activities will be held between Q3 and Q4 2018. The exact dates of when the activities will be held will be communicated to the contractor by the Contracting Authority at a later stage. The training activities should not be held concurrently.

For each training activity, the tenderer is required to:

- obtain a good understanding of the training needs of participants;
- prepare a training plan listing the training objectives to be achieved and the content to be covered and course structure within twenty (20) days from the signing of the contract;
- provide trainers who have the skills to deliver training in the fields identified for each training activity;
- ensure coordination between trainers running the same training activity, if applicable;
- communicate, well in advance of the training, with the Contracting Authority on the logistic equipment needed such as PC, flipchart(s), beamer, white board(s);
- ensure that the documentation and teaching material required for the training are submitted to the Contracting Authority at least five (5) days before the training activity;
- provide a bibliography or a list of reference documents on the subject of the training (if appropriate);
- conduct the training in such a way that the training objectives are sufficiently achieved for all participants to an adequate level of satisfaction;
- undertake an evaluation of the quality of the training activity, including the participants' training satisfaction;
- draft a final report containing a description of tasks performed and an evaluation of the outcome of each training activity, using feedback from trainees;
- Provide copies of the course documentation and copies of the hand-outs and the power point slides associated with the training. All material produced must show the visual identity of the Contracting Authority and relevant funding taglines and becomes its intellectual property;
- Issue a certificate of participation to all participants.

#### ***Training Activity 1: EU project management***

The course shall support good management practices and effective decision making throughout the project management cycle - from programming, through to identification, consortium building, formulation, implementation and evaluation. It shall also address topics such as risk analysis, financial management, stakeholder mapping, roles and responsibilities in project management, monitoring and evaluation tools and other topics which may be relevant to the subject area.

Throughout the training, participants should obtain more knowledge on project design and project management.

***Training Activity 2: Effective communication***

Effective communication is crucial in generating an effective flow of information and publicity about the objectives, services and results of the work of the organisation, the benefits of EU policy and legislation, the opportunities deriving from EU funds, and the benefits of EU membership to citizens in general.

The training activity shall focus on the importance of communicating the above messages effectively by reaching different target audiences through different channels and tools of communication, be they traditional or modern, including the powerful tool of the social media.

Following training, MEUSAC staff will be able to effectively allocate and coordinate marketing resources and activities to accomplish the organisation's objectives and will be able to define key messages; establish target audiences; select the appropriate mode/s of communication; tap useful resources; tailor information to the intended recipients; build good relationships with the media; maximise the exposure of messages; and evaluate results.

It is expected that seven (7) team members will attend this training course. The minimum training course duration should be of three (3) days.

***Training Activity 3: Stakeholders' engagement***

Training will be provided to MEUSAC staff to further engage civil society in the EU decision-making processes. Throughout the training, MEUSAC staff are to gain a better understanding of stakeholder engagement, learn to adapt their strategies when engaging different groups of stakeholders, obtain tool required to meet stakeholder expectations and provide stakeholders added value to satisfy their participation. Following the training, team members will be in a position to develop an effective engagement strategy mainly to understand and manage stakeholder expectations.

It is expected that five (5) team members will attend this training course. The minimum training course duration should be of three (3) days.

Following the completion of the training courses, the tenderer shall submit a detailed narrative report outlining the activities carried out and the result of the evaluation, the trainers' feedback and any future action that need to be taken by the Contracting Authority to ensure continuous professional development of its employees.

## **4.3 - Project Management**

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

Malta-EU Steering and Action Committee (MEUSAC).

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

MEUSAC is the beneficiary and agency responsible for this contract. The Project Leader or her delegate will oversee the contract implementation and liaise with the Contractor as necessary. The project leader or her delegate will also monitor the progress of the contract, ensuring the submission of quality deliverables, within stipulated timeframes. During the implementation of each activity, the Contractor shall liaise with the project leader.

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

MEUSAC will provide the meeting facilities for meetings between MEUSAC and the Contractor. The Contractor is expected to make independent arrangements for any desk work related to the contract. The Contracting Authority will provide all other facilities/equipment required for the execution of this contract including the training venue where applicable.

## **5. Logistics and Timing**

### **5.1 - Location**

Malta and Gozo.

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

The intended commencement date is the date of the last signature on the contract between the Contracting Authority and the selected contractor and the period of execution of the contract will be three (3) months.

Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 - Personnel and Key Experts**

#### **6.1.1 *Minimum requirements for Tender's Key Expert***

The Key expert will be responsible to ensure overall coordination and cooperation of the project with the Contracting Authority and any other relevant Authority. The Key Expert is expected to be:

- in possession of at least a recognised qualification at MQF Level 6 (or equivalent) in European affairs;
- Independent and free from conflict of interest in the responsibilities accorded to them.

The CV of the key expert is to be submitted with the proposal.

#### **6.1.2 *Other Experts***

CVs for experts other than the key experts are not examined prior to the signature of the contract.

The tenderer shall select and hire, where necessary, other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference in particular section 4.2.1.

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, determined by the Contracting Authority 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 final approval by the Contracting Authority.

#### **6.1.3 *Support Staff and Backstopping***

The Contractor must demonstrate:

- Excellent reporting and communication skills in English.



## 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.

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

## 6.4 - Equipment

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

A training plan must be prepared within twenty days from the signing of the contract. It must be accompanied by a corresponding invoice for pre-financing.

During the implementation of this tender, the Contractor must provide to the Contracting Authority a progress report upon completion of at least one of the training activities (both in pdf and word format) including at minimum summary of activities, in order to release the pre-financing bank guarantee.

A final report must be prepared before the end of the period of execution of the contract including at minimum summary of activities implemented. It must be accompanied by a corresponding invoice.

Note: All reports will be reviewed by the Contracting Authority and the Contractor may be asked to clarify queries or amend report as necessary. The Contractor will then be obliged to provide the requested replies/amendments by not later than three (3) working days from the receipt of the last reviewed document. This arrangement applies to all reports.

These reports are additional to any deliverables (including reports) required in Section 4.2 of these Terms of Reference.

## 7.2 - Submission & Approval of Progress Reports

One soft copy and one hard copy of the reports referred to above must be submitted to the Project Leader identified in the contract. The reports must be written in English. The Project Leader is responsible for approving the reports.

## 8. *Monitoring and Evaluation*

### 8.1 - Definition of Indicators

Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. These can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis.

### 8.2 - Special Requirements

All documents, reports, publications or measures are to include the Visual Identity Requirements following elements in line with the national requirements of the European Social Fund 2014-2020. The Contractor will make available the necessary funding tagline and logos.

## **TENDERER'S TECHNICAL OFFER (ORGANISATION & METHODOLOGY)** (Note 3)

*N.B. The Key Experts Form (including Self-declaration form for Key Experts and the Statement re Exclusivity and Availability) are under Note 2A. Any other components of the technical offer are under Note 3.*

**A technical offer is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.**

### **A. TIMETABLE OF ACTIVITIES**

1. Gantt Chart that illustrates the timing, sequence and duration of the activities, taking into account the requirements and timeframes as per section 4.2 and 5.2 of the Terms of Reference (ToR).

### **B. COMPLETENESS AND CLARITY OF THE TENDER**

2. A thorough description of the approach proposed to ensure an adequate organisation of the training activities, including the preparation of training materials and documentation as per Section 4.2 of ToR.

### **C. METHODOLOGY**

3. A detailed description of the allocation of human resources to the project, demonstrating why and how this allocation is adequate for the tasks outlined. The tenderer should provide details on the allocation of human resources and the rationale behind the choice of this allocation for activities listed in Section 4.2.1 of the ToR.
4. A detailed description of the activities including the methodology used to obtain a good understanding of the training needs of participants, quality of the proposed training plan based on the needs identified by participants and an indicative programme of activities.

### **D. MANGEMENT**

5. A detailed description of risk analysis related to the contract implementation which could adversely affect the execution of the activities as identified in Section 4.2 of the ToR.
6. The identification of satisfactory and acceptable or alternative solutions in light of any identified risks identified in Section 3.2 of the ToR.
7. Minimum Education and Professional Qualification of the Key Expert as per Article 6.1 of ToR.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Pre-Financing Guarantee***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***5.4 - Specimen Performance Guarantee***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 2.2), for Supplies Contracts (Version 2.2) and for Services Contracts (Version 2.2) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

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.