REFERENCE NUMBER: UDA/02/ERDF271

Technical Project Management, Site Supervision & Certification Services for multi-site Photovoltaic Project within the Parish Network in Malta - ERDF 271

Date Published: 10th March 2013

Closing Date: 10th April 2013 at 12:00pm CET (noon)

Cost of the Tender Document: FREE

IMPORTANT:

- Tenderers are to ensure that the mandatory tender guarantee (bid bond) of €400.00 is to remain valid up to 7 September 2013.

- Tenderers are to note that no fee is being charged for submissions. Tender Document and Supporting Forms are available for download, free of charge, at: http://maltadiocese.org/tenders-jobs/

- Clarifications shall be uploaded and will be available to view/download at http://maltadiocese.org/tenders-jobs/
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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 Entity, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

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

1.2 This is a call for tenders for Technical Project Management, Site Supervision & Certification Services for multi-site Photovoltaic Project within the Parish Network in Malta – ERDF 271

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 Entity will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.5 The Contracting Entity (being the Diocesan Office of Administration) retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>DATE</th>
<th>TIME*</th>
</tr>
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<tbody>
<tr>
<td>Clarification Meeting (Refer to Clause 9.1)</td>
<td>20th March 2013</td>
<td>15.00hrs</td>
</tr>
<tr>
<td>Deadline for request for any additional information from the Contracting Entity</td>
<td>27th March 2013</td>
<td>17:00hrs</td>
</tr>
<tr>
<td>Last date on which additional information are issued by the Contracting Entity</td>
<td>3rd April 2013</td>
<td>17:00hrs</td>
</tr>
<tr>
<td>Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)</td>
<td>10th April 2013</td>
<td>12:00 (noon)</td>
</tr>
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* All times Central European Time (CET)
3. Lots

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

4. Financing

4.1 The project is co-financed by the European Union/Government of Malta, in accordance with the rules of the Structural Funds Programme for Malta - Operational Programme I (European Union Development Fund).

4.2 The beneficiary of the financing is the Archdiocese of Malta - Diocesan Office of Administration.

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.

Tenderers must fill in Volume 1 Section 7 - Declaration re Exclusion Criteria & Declaration of Impartiality from suppliers and installers of PV equipment.

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

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.

- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

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

6. Selection Criteria

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

In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.
6.1.1 Evidence of economic and financial standing is required as per Volume 1 Section 8.

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 Entity 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:

- Evidence of relevant experience in carrying out services of a similar scope/nature (that is, 3 projects that constitute certified complete electrical installations) over the past 5 years including the nature and value, as well as contracts in hand and contractually committed:

  The minimum value of any one of the projects of a similar scope/nature completed shall be not less than €100,000 however the aggregate value of the 3 projects should be at least €600,000. The projects shall not necessarily be photovoltaic installations but should constitute electrical installations.

  Any of the 3 projects may form part of larger projects, however the 3 projects constituting electrical installations must be under the complete responsibility of the tenderer and the project value for each project must strictly relate to this component.

  In case of a Joint Venture, all Partners must submit evidence of relevant experience of projects carried out over the past 5 (five) years. The Partners, either cumulatively or independently, shall have managed up to successful completion in the last five years at least 3 projects of a similar nature, with an aggregate value of not less than €600,000 and the minimum value for any of the projects must not be less than €100,000.

  In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.

- A list of the key experts and other staff proposed for the execution of the contract. Public officers and employees of government agencies and government entities of the beneficiary country cannot be recruited as experts. The list of key experts must be accompanied by CVs in EU Format and signed Declarations of Exclusivity and Availability in accordance to Form 3.1 Volume 1, Section 4. The following minimum key staff are required:

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<th>Technical Project Manager &amp; Site Engineer #1</th>
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<tr>
<td>Minimum Qualifications Required</td>
<td>• University Degree in electrical engineering with Engineer’s Warrant to operate in Malta</td>
</tr>
<tr>
<td>Minimum Experience Required</td>
<td>• 5 years experience in managing projects involving electrical installations, following grant of warrant</td>
</tr>
<tr>
<td></td>
<td>• Management and certification of completion of 3 projects involving installation of PV systems as follows:</td>
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• Experience with managing tendering processes in accordance with Public Procurement Procedures
• Experience in developing specifications and providing technical expertise for 3 tenders

MRA Approval:
• Listed by Malta Resources Authority as warranted Electrical Engineer to certify Photovoltaic Systems

Key Expert 2: Site Engineer #2

Minimum Qualifications Required
• University Degree in electrical engineering with Engineer’s Warrant to operate in Malta

Minimum Experience Required
• Management of 2 projects involving installation of PV systems, after grant of warrant, and for which one project should have issued a certificate of completion, as follows:
  o Management of one project of at least 10kWp;
  o Certification of one project of at least 10kWp;

MRA Approval:
• Listed by Malta Resources Authority as warranted Electrical Engineer to certify Photovoltaic Systems

Key Expert 3: Site Engineer #3

Minimum Qualifications Required
• University Degree in engineering with Engineer’s Warrant to operate in Malta

Minimum Experience Required
• Management, including supervision of installation of 2 projects involving installation of PV systems after grant of warrant as follows:
  o one project of at least 10kWp;
  o one project of at least 5kWp.

The ruling language of the project is English, thus all experts and other staff forming part of the Technical Project Management and Site Supervision Team must be proficient in English language (passive, speaking and writing).

Each key expert must present reference sites as indicated in Volume 1 Section 8. Each reference site must be unique for each expert and no repeat sites will be accepted.

The Team of Key Experts will be posted in Malta. It is expected that Key Expert 1 (Technical Project Manager) and Key Expert 2 (Site Engineer #1) carry out site implementation duties and issue certification of completion of photovoltaic installations. It is NOT expected that Key Expert 3 be licenced to certify photovoltaic installations, but Key Expert 3 must have a university degree in engineering in any of these areas: electrical / mechanical / interdisciplinary & specialised (such as: applied / building services / energy / industrial) engineering.

Either Key Expert 1 or Key Expert 2 is expected to visit each intervention site:
(i) before commencement of installation, in the presence of the contractor to plan installation and safety procedures;
(ii) at least once during installation or (if fully assigned to the project) at least on alternate days, to monitor the progress of works and verify its
compliance with technical requirements.
(iii) upon completion to check system and issue certificate of completion;
(iv) upon metered connection to the Maltese national grid.

Key Expert 3 shall ensure continued supervision during implementation, at least visiting intervention sites on alternate days to ascertain adherence to set plan.

This tender is for INDEPENDENT Technical Project Management and Site Supervision. Key Experts will not be able to provide services to potential photovoltaic system suppliers and installers who intend to supply systems, in whole or in part, at any future stage of this project. Any breach of this condition will be subject to legal action and sanction for damages by the Contracting Entity. Tenders must submit the signed ‘Declaration of Impartiality from Suppliers and Installers of PV equipment’ established in Volume 1 Section 7 of this document.

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 Sub-contracting is not allowed.

8. Tender Expenses

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

8.2 The Contracting Entity 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 A clarification meeting will be held on the date and time indicated in Clause 2, at Archbishop’s Curia, Floriana to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 11.2.

Meetings/visits by individual prospective tenderers during the tender period other than this meeting / site visits for all prospective tenderers cannot be permitted.
B. TENDER DOCUMENTS

10. Content of Tender Document

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

Volume 1 Instructions to Tenderers

Volume 2
- Draft Contract
- General Conditions (available online from http://maltadiocese.org/tenders-jobs/)
- Special Conditions

Volume 3 Terms of Reference

Volume 4 Model Financial Bid

Volume 5 Sample Documentation for 2 intervention sites & Checklist of Mandatory Documents

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 Entity through:
- sending an email to the Contracting Entity to the following email addresses: robert.agius@maltadiocese.org AND roseanne.abdilla@maltadiocese.org

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the following website approved by the Contracting Entity (http://maltadiocese.org/tenders-jobs/) 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 Entity 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 Entity 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 Archbishop’s Curia - Diocesan Office of Administration, 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: Archbishop’s Curia, Pjazza San Kalcidonju, Floriana, Malta
   (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) An original bid-bond for the amount of €400, in the form provided in Volume 1, Section 3(Note 1)
   (b) General/Administrative Information(Note 2)
      (i) Statement on Conditions of Employment (Volume 1, Section 4)
      (ii) Checklist of Mandatory Documents (Volume 5)
      (iii) Volume 1 Section 8 - Organisational & Key Experts Experience
      (iv) Supporting Documentation (refer to Checklist of Mandatory Documents - Volume 5)

Selection Criteria

(c) Declaration re Exclusion Criteria(Note 2)
   (i) (Tenderers must fill in and sign Declaration of Exclusion Criteria - Volume 1 Section 7. Tenderers shall fail this stage if one or more statements are in the affirmative)
   (ii) Declaration of Impartiality from Suppliers and Installers of PV equipment.

(d) Financial and Economic Standing(Note 2)
   (i) (Evidence of economic and financial standing is required - Volume 1 Section 8)
Technical Capacity

(i) Experience as Contractor (Volume 1, Section 8)

(ii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4)

Evaluation Criteria/Technical Specifications

(i) Tenderer’s Technical Offer in response to specifications/Terms of Reference (Volume 3 & Volume 3 Section 2)

(ii) Literature/list of samples (Volume 1, Section 4, Form 4)

Financial Offer/Bill of Quantities

(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.

(iii) [Any other relevant documentation of a financial nature]

Notes to Clause 16.1:

1. Tenderers will be requested to clarify/rectify, within two 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 two 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 AND those specifically mentioned in the Checklist of Mandatory Documents.

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 Entity 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 Entity 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.

17.6 For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is
liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.

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, unless 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 Entity, 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 up to and including the 7th September 2013 (that is, for a period of 150 days after the deadline for submission of tenders indicated in the tender document) or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.

19.2 In exceptional circumstances the Contracting Entity may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request 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.

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

20. Tender Guarantee (Bid Bond)

20.1 The tender guarantee is set at €400.00 (four hundred Euro) and must be an original and valid guarantee presented in the form specified in Section 3. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid up to and including the 7th September 2013. The tender guarantee must be drawn up in the name of Diocesan Office of Administration, Archbishop's Curia, Pjazza San Kalcidonju, Floriana.

The tender guarantee (bid bond) is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Contracting Entity on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

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

Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the
Closing Date and Time of the tender will be automatically disqualified.

Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days, 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.

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 Entity.

22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Entity (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 Entity.
D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

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

   Diocesan Office of Administration  
   Archbishop’s Curia  
   Pjazza San Kalcidonju  
   Floriana  
   Malta

   Tenders submitted by any other means will not be considered.

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

23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Entity 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 Entity 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 Entity 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 Entity. 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".

26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.
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 Archbishop’s Curia, Pjazza San Kalcidonju, Floriana by the Evaluation Committee and/or appointed Notary. They will draw up a ‘Summary of Tenders Received’ which will be published on the notice board at the Archbishop’s Curia, Floriana and shall also be available to view on the website http://maltadiocese.org/tenders-jobs/

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 Entity 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 Entity 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 Contracting Entity, ask a tenderer to clarify any aspect of his tender.

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

30. Tender Evaluation Process

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

30.2 Part 1: Administrative Compliance

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

The Evaluation Committee shall, after having obtained approval by Contracting Entity, 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) and 16.1(d) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) 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), 16.1(f), and 16.1(g) 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

- Bid Bond (Bank Guarantee - Volume 1, Section 3)
- Tender Form (Volume 1, Section 2)
- Declaration re Exclusion Criteria (Volume 1, Section 7)
- Declaration of Impartiality from Suppliers and Installers of PV equipment (Volume 1, Section 7)
- Organisational & Key Experts Experience Volume 1 Section 8

(ii) Selection Criteria

- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 Part 3: Technical Compliance

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

It is expected that submissions are accompanied by:

- One copy of a published tender drafted by Key Expert 1 listed under name of Key Expert 1 as one of the reference sites, in Volume 1 Section 8;
- one copy of commissioning book from a reference site listed in Volume 1 Section 8;
- one copy of certificate of completion of installation of PV equipment as listed in Volume 1 Section 8.

These three samples shall be evaluated according to established professional practice by an expert appointed by the Evaluation Board.

The system & procedure / methodology shall also be evaluated on basis of the timetable of implementation and related responsibilities set out in the Terms of Reference.

The system & procedure must also include the following, as indicated in Form 4 of Volume 1 Section 4 of the Tender Document:

- procedure statement - details of the quality assurance procedure;
- procedure statement - waste management and environmental considerations;
- procedure statement - heritage considerations;
- procedure statement - on-site health & safety procedures during & post works;
- Where applicable, tenderers must provide an indication of the technicians or technical bodies involved, whether or not belonging directly to the economic operator’s undertaking, especially those responsible for quality control and those upon whom the contractor can call in order to carry out the work.

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/literature, 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. The financial evaluation will have to identify the best financial offer.

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 Contracting Entity 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 Entity to accept or reject any Tender
33.1 The Contracting Entity reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Entity 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 Entity. 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 Entity 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 Entity has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Entity 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 Entity will notify the successful tenderer, in writing, that his tender has been recommended for award by the Contracting Entity, pending any appeal being lodged, as per 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;
(v) the deadline for filing a notice of objection (appeal);
(vi) the deposit required if lodging an appeal.

34.3 The recommendations of the Evaluation Committee shall be published on the Notice Board of the Archbishop’s Curia, and published online on http://maltadiocese.org/tenders-jobs/

35. Contract Signing and Performance Guarantee
35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the
35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Entity, the successful tenderer will sign and date the contract and return it to the Contracting Entity with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Entity, the successful tenderer will become the Contractor and the contract will enter into force.

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

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Entity may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Entity'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 Entity.

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 Entity, and activities may not begin until the contract has been signed by the Contracting Entity and the successful tenderer.

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

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

36. Commencement of Services

36.1 Following the signing of the contract by both parties, the Project Leader 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 Entity'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 Entity 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 Entity'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 Entity's prior approval. He may not commit the Contracting Entity 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 Entity.

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 Entity 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 Entity/Contracting Entity 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 Entity in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Entity, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Entity in terms of the Act.

39. Gender Equality

39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.
VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: UDA/02/ERDF271
Name of Tender: Technical Project Management & Site Supervision Services for multi-site Photovoltaic Project within the Parish Network in Malta - ERDF 271

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### A. TENDER SUBMITTED BY:

(This will be included in the Summary of Tenders Received)

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1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

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

**NO SUB-CONTRACTING IS ALLOWED.**

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### B CONTACT PERSON (for this tender)

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Signature: ___________________________ Date: ________________
*(the person or persons authorised to sign on behalf of the Tenderer)*
C TENDERER’S DECLARATION(S)

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

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

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Entity) for invitation to tender Reference No UDA/02/ERDF271. 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:

   Technical Project Management, Site Supervision & Certification Services for multi-site Photovoltaic Project within the Parish Network in Malta – ERDF 271

3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

   [……………………………………………………………………………………………………………………….]

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 We are making this application in our own right and [as partner in the consortium led by <name of the leader / ourselves >] for this tender, Reference No. UDA/02/ERDF271. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

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

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

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

Signature:  _______________________________________  Date: _________________

(the person or persons authorised to sign on behalf of the Tenderer)
10 We will inform the Contracting Entity immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

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

(a) **Tender Guarantee** *(Note 1)*
   - Bid Bond

(b) **General Information** *(Note 2)*
   - Statement on Conditions of Employment

(c) **Selection Criteria** *(Note 2)*
   - **Declaration re Exclusion Criteria** *(Note 2)*
     - As per Declaration Form (Volume 1, Section 7)
     - Declaration of Impartiality from Suppliers and Installers of PV equipment

(d) **Financial and Economic Standing** *(Note 2)*
   - As per Volume 1 Section 8

(e) **Technical Capacity** *(Note 3)*
   - Experience as Contractor
   - Personnel (Key Experts) to be employed on contract
   - Curriculum Vitae (in EU Format) of Key Experts

(f) **Evaluation Criteria/Technical Specifications** *(Note 3)*
   - Tenderer’s Technical Offer
     - Includes samples and methodology as per Clause 30.4 & Volume 1 Section 4 Form 4
   - Literature / List of Samples

(g) **Tender Form, and Financial Offer/Bill of Quantities** *(Note 3)*

Notes:
1. Tenderers will be requested to clarify/rectify, within two 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 two 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 Contracting Entity and/or Contracting Entity shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

Signature:  _______________________________________  Date: _________________
*(the person or persons authorised to sign on behalf of the Tenderer)*
13 We note that the Contracting Entity is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: ____________________________________________

I.D. / Passport Number: _________________________________________

Signature of tenderer: ___________________________________________

Duly authorised to sign this tender on behalf of: _______________________

Company/Lead Partner VAT No: _____________________________________
(If applicable)

Stamp of the firm/company: _______________________________________

Place and date: __________________________________________________
[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the *Diocesan Office of Administration* has invited tenders for *Technical Project Management, Site Supervision & Certification Services for multi-site Photovoltaic Project within the Parish Network in Malta - ERDF271*, and whereas *Messrs .................................................................................... [Name of tenderer]* (hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we ................................................... [Name of Bank], hereby guarantee to pay you on your first demand in writing a maximum sum of **four hundred Euro (€400)** in case the Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

This guarantee is valid for a period of one hundred and fifty (150) days from the closing date of submission of tenders, and expires on the ................................. Unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

Yours faithfully,

..................................

Bank Manager

..................................

Date
VOLUME 1 SECTION 4 - TENDERER’S STATEMENTS

Form 1 - Statement on Conditions of Employment

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

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

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

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

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

Date: .............................................................
Form 3 - Key Experts

The Evaluation Committee reserves the right to request the tenderers to further substantiate their claims in respect to the staff proposed. CVs of Key Experts are required to be submitted, together with filled-in Statement of Exclusivity and Availability.

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Proposed Position</th>
<th>Nationality</th>
<th>Age</th>
<th>Educational Background</th>
<th>Specialist Area of Knowledge</th>
<th>Years of Experience - post granting of warrant</th>
<th>Languages and Degree of Fluency (VG; G; W)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Signature: ....................................................................

(\textit{the person or persons authorised to sign on behalf of the tenderer})

Date: .......................................................................
Form 3.1 - Statement on Exclusivity and Availability

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT

TENDER REF: UDA/02/ERDF271

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:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; start of period 1 &gt;</td>
<td>&lt; end of period 1 &gt;</td>
</tr>
<tr>
<td>&lt; start of period 2 &gt;</td>
<td>&lt; end of period 2 &gt;</td>
</tr>
<tr>
<td>&lt; etc &gt;</td>
<td>&lt; etc &gt;</td>
</tr>
</tbody>
</table>

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

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

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

Name of Key Expert:  .................................................................

Signature:  .................................................................

Date:  .................................................................


Form 4 - Literature/List of Samples

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference in Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Copy of one published tender drafted by Key Expert 1 relating to one of the reference sites listed in Volume 1 Section 8</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Copy of one commissioning book from one of the reference sites listed in Volume 1 Section 8</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Copy of one Certificate of Completion of installation of PV equipment from one of the reference sites listed in Volume 1 Section 8</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Procedure Statement - Details of the quality assurance procedure</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Procedure Statement - Waste management and environmental considerations</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Procedure Statement - Heritage considerations</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Procedure Statement - On-site health &amp; safety procedures during &amp; post works.</td>
<td></td>
</tr>
</tbody>
</table>

2. List of samples to be submitted within [………..] days of being notified to do so:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference in Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td></td>
<td></td>
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<tr>
<td>2.3</td>
<td></td>
<td></td>
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<tr>
<td>2.4</td>
<td></td>
<td></td>
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<tr>
<td>2.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature: .................................................................

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

Date: ..........................................................
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 Leader on the authority of the Contracting Entity 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.

Certification: means the Certification of Completion of the installation of a photovoltaic system or an electrical installation.

Certification of Completion of a photovoltaic system: means a document signed by warranted electrical engineer that attests to and confirms that the photovoltaic system has been installed in compliance with applicable Malta national electrical standards and procedures including the requirements of system safety and reliability, as well as adherence to other requirements such as MEPA guidelines and wind loading making it structurally safe and electrically compliant for connection to the Maltese national grid.

Certification of Completion of an electrical installation: means a document signed by warranted electrical engineer that attests to and confirms that the electrical installation has been installed in compliance with applicable prevailing electrical standards and procedures including the requirements of system safety and reliability.

Contracting Entity: means the Diocesan Office of Administration.

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 Entity. 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 Entity in terms of the agreed terms and conditions.

Contracting Authority: means the Contracting Entity.

Contractor: The party which contracts to perform the services.

Day: Calendar day.

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

EC: The European Community.
Electrical installation: system for the provision of electrical power, from the Maltese national grid or alternative energy sources, to various points within buildings utilised for commercial, non-commercial, residential or non-residential purposes.

EU: The European Union.

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Entity 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: For the purposes of this contract, this is the Diocesan Office of Administration and/or the individual parishes.

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 Entity 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 Leader on the authority of the Contracting Entity which modifies the works.

Month: Calendar month.

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

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 Entity, 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 Leader: The natural or legal person and/or authorised appointee responsible for the monitoring, control and implementation of the contract on behalf of the Contracting Entity.

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 Entity 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 Entity 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 Entity 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.
Rules governing contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

21(1) In line with rules governing public contracts where the estimated value of the public contract exceeds twelve thousand euro (€12,000), any tenderer or candidate concerned shall have a right to make a complaint to the Contracting Entity.

(2) (a) The Contracting Entity shall issue a notice in a prominent place at its premises, indicating the awarded contract, the financial aspect of the award and the name of the successful tenderer. The Contracting Entity shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The Contracting Entity 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 Contracting Entity may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the Contracting Entity, 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 Entity 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 Entity shall deliver the letter of complaint, and all documents relating to the contract in question to the Appeals Board who shall examine the matter in a fair and equitable manner. In its deliberation the Appeals Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the Contracting Entity. The Appeals Board shall determine the complaint by upholding or rejecting it. The written decision of the Appeals Board shall be made public by the Contracting Entity, on the Curia’s website and at the Archbishop’s Curia, Copies thereof shall be forwarded to all the parties involved.

(5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Appeals 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 Entity from implementing the Appeals 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.

Part XIII - Appeals

The procedure for the submission of appeals is in the spirit of Part XIII of the Public Procurement Regulations (Legal Notice 296/2010).

(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 Contracting Entity.

The notice shall be filed within ten calendar days following the date on which the Contracting Entity 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 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). Upon receipt of a notice of objection within the eligible period, the Contracting Entity shall immediately suspend the award procedure. During the period of ten calendar days allowed for the submission of appeals, the Contracting Entity shall not conclude the contract with the tenderer recommended for award. 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:
   1. any decision by the Contracting Entity, shall be made public at the Contracting Entity’s website and notice board prior to the award of the contract;
   2. the notice of objection duly filed in accordance with the eligibility period of appeals shall be made public by the Contracting Entity not later than the next working day following its filing;
   3. The Contracting Entity shall forward to the Chairman of the Appeals 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 with the appeals process;
   4. the Contracting Entity shall publish a copy of the decision of the Appeals Board on its website and notice board, as the case may be.

Copies of the decision shall be forwarded by the Contracting Entity to the complaining tenderer and to any persons who had registered or had an implied interest.
Please mark clearly ‘Yes’ or ‘No’ to the following 8 (eight) statements relating to the tenderer’s current status:

1. The TENDERER is bankrupt or is being wound up, or whose affairs are being administered by the court, who has entered into an arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations.
   
   [YES]  [NO]

2. The TENDERER is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations.
   
   [YES]  [NO]

3. The TENDERER has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata in accordance with the laws of Malta.
   
   [YES]  [NO]

4. The TENDERER has been declared guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate.
   
   [YES]  [NO]

5. The TENDERER has not fulfilled obligations relating to the payment of social security contributions in accordance with the law of Malta or the country in which he is established.
   
   [YES]  [NO]

6. The TENDERER has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is established.
   
   [YES]  [NO]

7. The TENDERER is guilty of serious misrepresentation in supplying the information required under these regulations or has not supplied such information.
   
   [YES]  [NO]

Signature:  _______________________________________   Date:  _________________

(the person or persons authorised to sign on behalf of the Tenderer)
8. The TENDERER is the subject of a conviction by final judgment for one or more of the reasons listed below:
   a. participation in a criminal organization, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
   b. corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;
   c. fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;

[YES] [NO]

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

Signature: ___________________________

Name of Signatory: ___________________________

Designation of Signatory: ___________________________

Singing for and on behalf of: ___________________________

Date: ___________________________
DECLARATION OF IMPARTIALITY

FROM SUPPLIERS AND INSTALLERS OF PV EQUIPMENT

To be completed and signed by the Tenderer
(including each partner in case of joint venture/ consortium)

I, ____________________________ [Name of Tenderer] declare that:

1. I am independent of all parties for the scope of this project, particularly suppliers and installers of PV equipment which stand to gain from the outcome of the subsequent tender to be issued for the supply, multi-site installation, testing and commissioning of PV systems within the parish network in Malta;

2. I will not engage in consultation or technical advice for any suppliers and installers of PV equipment in relation to this tender;

3. I will base my certification decisions on objective evidence of conformity (or nonconformity) and that decisions are not influenced by other interests or by other parties.

4. I will comply with Clause 37 (Ethics Clauses) of Volume 1, Section 1 and in particular to clauses 37.3, 37.4 and 37.9 reproduced hereunder:

   Clause 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.

   Clause 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 Entity’s prior approval. He may not commit the Contracting Entity in any way without its prior written consent.

   Clause 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 Entity may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

Signature: .................................................................

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

Date: .................................................................
Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: ........................................................................

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

Date: ........................................................................
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Name</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Managing Board’s Contact Details</td>
</tr>
<tr>
<td></td>
<td>Address: ….......................................................</td>
</tr>
<tr>
<td></td>
<td>…........................................................</td>
</tr>
<tr>
<td></td>
<td>Telephone: …..................... Fax: …......................</td>
</tr>
<tr>
<td></td>
<td>Email: …..........................................................</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Agency in the state of the Contracting Entity, if any (in the case of a Joint Venture/Consortium with a foreign lead partner)</td>
</tr>
<tr>
<td></td>
<td>Address: ….......................................................</td>
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<td>…........................................................</td>
</tr>
<tr>
<td></td>
<td>Telephone: …..................... Fax: …......................</td>
</tr>
<tr>
<td></td>
<td>Email: …..........................................................</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Names of Partners</td>
</tr>
<tr>
<td>(i)</td>
<td>…....................................................</td>
</tr>
<tr>
<td>(ii)</td>
<td>…....................................................</td>
</tr>
<tr>
<td>(iii)</td>
<td>…....................................................</td>
</tr>
<tr>
<td>(iv)</td>
<td>…....................................................</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Name of Lead Partner</td>
</tr>
<tr>
<td></td>
<td>…....................................................</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Agreement governing the formation of the Joint Venture/Consortium (Enclose Joint Venture/Consortium Agreement)</td>
</tr>
<tr>
<td></td>
<td>Place of Signature: …...............................................</td>
</tr>
<tr>
<td></td>
<td>Date of Signature: …................................................</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*</td>
</tr>
<tr>
<td>* The company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means</td>
<td></td>
</tr>
<tr>
<td></td>
<td>….......................................... - …..%</td>
</tr>
<tr>
<td></td>
<td>….......................................... - …..%</td>
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<td>….......................................... - …..%</td>
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<td></td>
<td>….......................................... - …..%</td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
<td>…..........................................................</td>
</tr>
<tr>
<td><em>(the person or persons authorised to sign on behalf of the tenderer)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>….........................................................</td>
</tr>
</tbody>
</table>
VOLUME 1 SECTION 8 - Organisational & Key Experts Experience

Tender Reference: UDA/02/ERDF271

Name of Tenderer: ____________________________ Tender Option (if applicable): ____________________________

1. Organisation/Consortium Experience

<table>
<thead>
<tr>
<th>1.1.  Organisation/Consortium (each Organization) Setup</th>
<th>Setup Year</th>
<th>Number of Years in Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partner 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partner 2:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1.1. In case of Consortium, have members worked together prior to this submission YES / NO

1.2. Size of Organisation/Consortium

| 1.2.1. Number of Staff Employed - Directly in 2011 (in Annual Working Units) | |
| 1.2.2. Number of Staff Employed - Indirect in 2011 (freelance, on-Hours basis, etc) (in Annual Working Units) | |

1.3. Financials *

| 1.3.2. Total Assets (Balance Sheet) | |
| 1.3.3. Total Liabilities (Balance Sheet) | |

* The figures in Section 1.3 above must be corroborated by submission of audited financial statements with the tender submission.

Signature: ____________________________ Date: ________________

(the person or persons authorised to sign on behalf of the Tenderer)
1.4. Experience on Projects as outlined in Volume 1 Section A Clause 6.1.2 (Information about the tenderer’s technical capacity)

<table>
<thead>
<tr>
<th>Who?</th>
<th>Title/Description</th>
<th>Multi-site</th>
<th>Value of Project under direct responsibility of Tenderer (in €)</th>
<th>Period of Execution</th>
<th>Client / Contracting Entity &amp; Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader / Partner</td>
<td></td>
<td>YES / NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leader / Partner</td>
<td></td>
<td>YES / NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leader / Partner</td>
<td></td>
<td>YES / NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In so listing the end clients, the Tenderer is hereby giving its consent for the Contracting Entity to contact these clients. The Contracting Entity may, if it deems necessary, contact the clients indicated by Tenderers in Section 1.4 above to verify execution of the projects as part of its evaluation process.

1.5. Organisation Standards Compliance Certification (Preferable)

<table>
<thead>
<tr>
<th>Who?</th>
<th>Standard</th>
<th>Year of Attainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader / Partner</td>
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<td>Leader / Partner</td>
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<tr>
<td>Leader / Partner</td>
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</tbody>
</table>

Signature: ___________________________  Date: ________________

*(the person or persons authorised to sign on behalf of the Tenderer)*
### 2. Key Expert 1 - Technical Project Manager & Site Engineer #1 (Full Curriculum Vitae in EU Format to be attached)

| 2.1. | Is in possession of a University Degree in Electrical Engineering with Engineer’s Warrant to operate in Malta | YES / NO |
| 2.2. | Warrant No. |
| 2.3. | Number of years of experience managing Electrical Engineering projects on 3-phase installations | ________ years |
| 2.4. | Management and certification of completion of 3 projects involving installation of PV systems: one project of at least 30kWp each and two projects of at least 10kWp each, after grant of warrant |

<table>
<thead>
<tr>
<th>Title/Description</th>
<th>KWP</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
</tr>
</thead>
</table>

In so listing the end clients, the Tenderer and Key Expert 1 are hereby giving their consent for the Contracting Entity to contact these clients. The Contracting Entity may, if it deems necessary, contact the clients indicated by the Tenderer to verify execution of the projects as part of its evaluation process.

| 2.5. | Experience with managing tendering processes in accordance with Public Procurement Procedures | YES / NO |
| 2.6. | Experience in developing specifications and providing technical expertise for 3 tenders |

<table>
<thead>
<tr>
<th>Title/Description</th>
<th>Sector</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
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<tr>
<th>Public/Private</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
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<tr>
<th>Public/Private</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
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<tr>
<th>Public/Private</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
</tr>
</thead>
</table>

In so listing the end clients, the Tenderer and Key Expert 1 are hereby giving their consent for the Contracting Entity to contact these clients. The Contracting Entity may, if it deems necessary, contact the clients indicated by the Tenderer to verify execution of the projects as part of its evaluation process.

| 2.7. | Listed by Malta Resources Authority as warranted Electrical Engineer to certify Photovoltaic Systems | YES / NO |

Signature: __________________________________________ Date: ________________

*(the person or persons authorised to sign on behalf of the Tenderer)*
3. Key Expert 2 - Site Engineer #2 (Full Curriculum Vitae in EU Format to be attached)

3.1. • Is in possession of a University Degree in Electrical Engineering with Engineer’s Warrant to operate in Malta

3.2. • Warrant No.

3.3. Management, including supervision of installation of 2 projects involving installation of PV systems of at least 10kWp each, and for which one project should have issued a certificate of completion, after grant of warrant

<table>
<thead>
<tr>
<th>Title/Description</th>
<th>KWP</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
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</thead>
</table>

In so listing the end clients, the Tenderer and Key Expert 2 are hereby giving their consent for the Contracting Entity to contact these clients. The Contracting Entity may, if it deems necessary, contact the clients indicated by the Tenderer to verify execution of the projects as part of its evaluation process.

3.4. Listed by Malta Resources Authority as warranted Electrical Engineer to certify Photovoltaic Systems

Signature:  ___________________________ Date: _______________

*(the person or persons authorised to sign on behalf of the Tenderer)*
4. Key Expert 3 - Site Engineer #3 (Full Curriculum Vitae in EU Format to be attached)

4.1. Is in possession of a University Degree in Engineering with Engineer’s Warrant to operate in Malta

| YES / NO |

4.2. Warrant No.

4.3. Management, including supervision of installation of 2 projects involving installation of PV systems, one project of at least 10kWp and one project of at least 5kWp, after grant of warrant

<table>
<thead>
<tr>
<th>Title/Description</th>
<th>KWP</th>
<th>Role</th>
<th>Contact Person</th>
<th>E-mail</th>
<th>Contact No.</th>
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<td></td>
</tr>
</tbody>
</table>

In so listing the end clients, the Tenderer and Key Expert 3 are hereby giving their consent for the Contracting Entity to contact these clients. The Contracting Entity may, if it deems necessary, contact the clients indicated by the Tenderer to verify execution of the projects as part of its evaluation process.

Signature: ________________________________ Date: ________________

(the person or persons authorised to sign on behalf of the Tenderer)
This contract is concluded between:

The Diocesan Office of Administration  
Archbishop’s Curia  
Pjazza San Kalcidonju  
Floriana  
Malta

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

[Name of Contractor]  
[Address]

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

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

Technical Project Management, Site Supervision & Certification Services for multi-site Photovoltaic Project within the Parish Network in Malta for project ERDF 271

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 (System & Procedure) (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 Entity 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 Entity 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. The Contractor hereby agrees to submit a performance guarantee amounting to €.................. equivalent to 10% of the contract value together with the signed contract.

6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

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

<table>
<thead>
<tr>
<th>Contracting Entity:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed by:</td>
<td>Signed by:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 this Service Contract can be viewed/downloaded from:

http://maltadiocese.org/tenders-jobs/

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

**Article 2: Notices and Written Communications**

2.2 As per general conditions

**Article 5: Supply of Information**

5.1 Further to the provisions of the General Conditions, as per Terms of Reference, Clause 30 and all mandatory forms.

**Article 6: Assistance with Local Regulations**

6.1 As per General Conditions.

**Article 7: Obligations of the Contractor**

7.8 As per General Conditions. Furthermore bid bond is set at €400 and shall be valid as per Clause 20.1 of Volume 1, Section 1 while performance guarantee for winning bidder shall be set at 10% of the contract value and shall be valid for 6 (six) months after approved official project closure date and the processing of the Statement of Expenditure, whichever comes last.

**Article 11: Specifications and Designs**

11.1 Further to the provisions of the General Conditions, the contractor must draft and compile a comprehensive Terms of Reference for the tender for supply and commissioning of PV equipment.

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

13.3 Further to the provisions of the General Conditions, on-site health and safety procedures to be adopted by the tenderer must be submitted at tendering stage.

**Article 15: Scope of the Services**

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

**Article 18: Execution of the Contract**

18.1 As per Terms of Reference.

**Article 19: Delays in Execution**

19.2 The works under this tender shall be completed in their entirety as per Terms of Reference, subject to a penalty of delay of seventy four euro per day (€74), including Sundays and public holidays.

**Article 20: Amendment of the Contract**

20.2 As per General Conditions.

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

24.1 Further to the provisions of the General Conditions, as per Terms of Reference and any other requirements determined by the Managing Authority and the Project Leader.
**Article 26: Payments and Interest on Late Payment**

26.1 This tender is for a global-price contract.

Specify any additional provisions regarding the scope of the Contractor's tender

The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

<table>
<thead>
<tr>
<th>Narrative</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Payment processed upon Successful adjudication of supplies tender</td>
<td>20</td>
</tr>
<tr>
<td>Interim Payment processed upon Certification of Completion Group 1 sites (as per Terms of Reference)</td>
<td>15</td>
</tr>
<tr>
<td>Interim Payment processed upon Certification of Completion of Group 2 sites (as per Terms of Reference)</td>
<td>15</td>
</tr>
<tr>
<td>Interim Payment processed upon Certification of Completion of Group 3 sites (as per Terms of Reference)</td>
<td>15</td>
</tr>
<tr>
<td>Interim Payment processed upon Certification of Completion of Group 4 sites (as per Terms of Reference)</td>
<td>15</td>
</tr>
<tr>
<td>Interim Payment processed upon:</td>
<td></td>
</tr>
<tr>
<td>• successful submission of all claims; AND</td>
<td></td>
</tr>
<tr>
<td>• successful Enemalta-approved metered connection of all determined sites to the Maltese national grid</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

26.2 Payments shall be authorized by the Contracting Entity and paid out to the Contractor in accordance with instructions by Managing Authority and/or Line Ministry and/or Treasury Department and subject to rules, regulations and procedures governing ERDF funding.

**Article 27: Financial Guarantee**

27.2 Further to the provisions of the General Conditions, bid bond is set at €400 and shall be valid as per Clause 20.1 of Volume 1, Section 1 while performance guarantee for winning bidder shall be set at 10% of the contract value and shall be valid for 6 (six) months after approved official project closure date and the processing of the Statement of Expenditure, whichever comes last.

**Article 28: Audit Certificate**

28.4 Not applicable.
Dear Sir,

Our Guarantee Number ......................... for €......................

Account: [Account Holder’s Name]

In connection with the contract entered into between yourself and [Name and Address of Contractor] hereinafter referred to as “the Contractor” as per the latter’s tender and your acceptance under UDA/02/ERDF271 whereby the contractor undertook the [title of contract] in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

...............................................

[Signatory on behalf of Guarantor]
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Terms of Reference

Note:
Where in this tender document a standard is quoted, it is to be understood that the Contracting Entity 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 Entity.

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 - Contracting Authority

Same as Contracting Entity

1.3 - Contracting Entity

Archdiocese of Malta - Diocesan Office of Administration

1.4 - Relevant Country Background

The country of Malta is an archipelago formed by three main islands, Malta, Gozo and Comino situated at the centre of the Mediterranean Sea, with a total area of 316 square kilometres. The population density of Malta is more than 1500 inhabitants per square kilometre - making it by far the most densely populated country in Europe. The population of the two main islands (Malta and Gozo) is estimated to be slightly over 400,000, but the country receives around 1.17 million tourists a year, mainly originating from Europe. The mainland is Malta and this is densely populated with several watershed areas that have become heavily urbanized.

1.5 - Current State of Affairs in the Relevant Sector

The proposed project shall be implemented by the Archdiocese of Malta - Diocesan Office of Administration. The Contracting Entity is a long-standing institution that oversees, manages and administers a number of initiatives of a social nature within the Maltese society through its parishes, centres, homes for the elderly, homes for children and other institutions. The organisation is headed by Mgr. Paul Cremona in his role as the Archbishop and is assisted by various appointees in the different spheres of operations. The strategic direction of the Archdiocese is channelled through what is commonly known as the Curia which is the administrative arm of the Archdiocese. It is subdivided into a number of Secretariats and Commissions each responsible for specific spheres of the Churches’ activities. For the purpose of the tabled project the Administrative Section together with the College of Parish Priests are the main promoters. The Applicant is aware of its role in society to be a beacon for good practices and in this regard, is willing to implement any possible measures that contribute to mitigate the adverse effects of climate change and pollution through sustainable activities and projects. In this respect, an Interdiocesan Commission was set up by the Bishops in 2008, where the Church Authorities have committed themselves to undertake useful initiatives in protecting the environment and in promoting sustainable life-styles (Direttorju Ekklezjastiku; 2011; p.6).

This project is thus a tangible initiative that is congruent with the long-term plan of the Archdiocese in the field of environment and sustainable life-styles that will contribute to a reduction on the reliance on current non-renewable resources to generate energy in Malta. Consequently it shall contribute to a reduction in greenhouse gas emissions, once Malta adopts an on-demand energy generation system. This shall thus be a contributing factor to a better quality of life of the community and the environment in general. The technology that shall be utilised in this
The project will generate electric energy derived from renewable sources that shall be fed into the Maltese national grid, thus contributing to reach the national objective to reduce fossil fuel consumption with associated benefits.

The proposed intervention addresses directly the focus area of intervention “Energy” of Priority Axis 4: Mitigation and Adaptation to Climate Change. In particular this project addresses the following three operational objectives of this Priority Axis:

1. Reduction in airborne emissions from electricity generation;
2. Promote use of RES and energy efficiency and reduction in the use of non-renewable energy sources;
3. Promote use of RES and energy efficiency measures at the domestic and enterprise levels.

The release of CO2 and other aerial emissions from the power generation plants places great strain on the environment, particularly, air quality. Air quality is one of the areas which Europe has given due importance especially in the recent years. The aim of the EU has been to develop an overall European strategy through the setting up of long-term air quality objectives. This argument is even more relevant when considering Malta’s size where any negative environmental impacts caused by pollution are more visible and immediately felt. In this regard, the tabled project contributes to address one of the national targets set out in the Malta’s National Reform Programme 2011 Under the Europe 2020 Strategy (April 2011), being that of satisfying up to 10% energy consumption from RES.

The proposed technology is defined as a typical decentralized manner of energy production that will bring more balanced regional development. In fact the sites identified for housing the installations are scattered throughout Malta in the various parishes. The sites have been identified and chosen following the commissioning of an independent study, for which a public call for this study was issued. In line with the Lisbon objectives, one of Malta’s most important aims is that of ensuring long-term energy supply by taking advantage of RES. The decentralised power sources in a Feed-in Tariff (FIT) scheme have low maintenance, low pollution and relatively higher efficiencies.

Energy has a significant impact on competitiveness and is an essential resource for businesses, organisations and households. On a wider scale, the cost of energy will have an impact on the competitiveness of the country, on economic growth and also on job creation. On the international front, the energy scene has been changing rapidly during the recent years where prices for fuel have increased substantially due to higher energy demand. Inherently, the security of supply becomes an issue of maximum national importance in such circumstances. As a result of Malta’s dependency on traditional fossil fuels, Malta has been adversely affected by international oil prices. These emerging realities also put more strain on the need for achieving energy efficiency. This is in fact reflected in the Malta’s National Reform Programme 2011 Under the Europe 2020 Strategy (April 2011) where it is acknowledged that “Energy efficiency is a key objective in the Government’s energy policy” as it is beneficial to the economy and is also a contributor “to achieve social and environmental objectives.” (p. 41).

Within this context, this proposed project shall enable the Applicant to mitigate its energy costs and thus be able to dedicate more financial resources to other matters for the benefit of the community. This shall thus render higher operational sustainability to the Applicant.

In summary, the Archdiocese of Malta shall be implementing this project in a number of parishes to contribute to the generation of clean energy from RES, thus effectively assisting in reducing dependency on traditional fossil fuels that are known to produce greenhouse gases. In this regard, the tabled project has a longer term objective that takes into account Malta’s obligations towards reaching the EU environmental targets to generate specific percentages of its energy needs from RESs. Consequently, this project will diversify the energy generation and utilisation methods, resulting in less dependency on the traditional sources and diversification in the generation of renewable energy sources. This is even more relevant in respect of the policy focus to have Malta reduce its dependence on conventional energy generation and commit itself to generate clean energy that will, in turn, truly lead to the realisation of Malta’s Energy Policy towards a more sustainable eco-environment and to the achievement of the targets on energy and RES as delineated in Malta’s National Reform Programme (April 2011).

- The result of this project is the generation of clean energy with possible reduction in the use of non-renewable energy sources, thereby reducing Malta’s high energy dependency on the latter source. The project’s objectives to provide a secure, reliable, competitively-priced and eco-friendly supply of high-quality electricity are fully compatible with Malta’s
strategy for the energy sector, as further supported by the deliberations and recommendations contained in two main documents for the energy sector, ‘A proposal for an Energy Policy for Malta’ and ‘Renewable Energy Policy’.

1.6 - Related Programmes and Donor Activities

This project is part funded under the European Regional Development Fund, Cohesion Policy 2007-2013, Operational Programme I, ‘Investing in Competitiveness for a Better Quality of Life’.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objective of this tender is to engage a Technical Project Management and Site Supervision Team with specialized expertise in the design, implementation, supervision and certification of multi-site photo-voltaic systems, to assist the Contracting Entity in the timely execution and completion of the project.

2.2 - Specific Objectives

The objectives of this contract [which are not necessarily those of the project] are as follows:

The Technical Project Management and Site Supervision Team will be adequately experienced and qualified for the project’s requirements. The Technical Project Management and Site Supervision Team is assumed to be flexible and capable of respecting specific targets within strict deadlines and shall be responsible for the following activities:

1. Technical Project Management:
   • Undertake a final technical validation of sites and determine final benchmarks to be presented to the Contracting Entity in the first instance and the Managing Authority;
   • Drawing up of technical specifications for tendering purposes;
   • Drafting of BOQs;
   • Overseeing application process with Malta Resources Authority and Enemalta Corporation for the connection of the systems to the Maltese national grid;
   • Compilation and verification of inventory;
   • Contribute to the compilation of Project Progress Reports and Final Reports as required by the Managing Authority and Project Leader;
   • Management of site hand-over process.

2. Technical supervision:
   • Assuring adherence to technical specifications by supplier/s throughout implementation of the system;
   • On-site adherence to industry technical standard, assure proper risk management for the project as a whole and, health and safety standards.
   • Certification of completion of installations;
   • Oversee the final connection of the systems to the Maltese national grid

The Technical Project Management and Site Supervision Team will be required to liaise with the selected supplier/s who will be awarded the contract/s for the supply and installation of these systems in the various sites.

2.3 - Results to be achieved by the Tenderer

• Submit specifications for Photovoltaic Systems over approximately 35 sites to meet determined minimum yield benchmarks;
• Selection of the best system to meet specifications;
• Determine best site implementation method and meet deadlines set by the Contracting Entity;
• Assure health and safety precautions and procedures are in place to prevent accidents;
• Implement waste management procedures as determined with the Contracting Entity;
• Implement quality assurance procedure as determined with the Contracting Entity;
• Assure that the systems are fully operational, meeting yield targets established by the Contracting Entity and are certified accordingly;
• Meet project and administrative reports and deadlines established by the Contracting Entity.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

(a) Stability of national government environmental and planning policy;
(b) Stability of the relevant EU standards;
(c) Sources of financing for the operation of the site available at the appropriate times;
(d) The Contractors fulfil their obligations in terms of quality and timely delivery of the construction works

3.2 - Risks

• Delays or problems in complying with MEPA and/or EC requirements and conditions possibly to be set;
• Conflicts with one or more Contractors;
• Differences between relevant EU/International standards and Maltese standards;
• Problems in the procurement of supply contract including but not limited to Appeals.
• The general public (especially the inhabitants of the area) might object to the implementation of parts of the project and therefore the technical project manager might encounter some difficult situations related to the issue of the implementation of the project;
• Pre-approval by the Contracting Entity of variations that may become necessary during the course of the works;
• Occurrence of force majeure.

4. Scope of the Work

4.1 - General

4.1.1 Project Description

Photo-voltaic systems shall be implemented on a total of approximately 35 sites that can vary subject to a validation process to be undertaken by the Technical Project Management and Site Supervision Team by ±15%. These sites have been chosen following a detailed research by a firm of qualified engineers of 350 Curia-owned-sites across parishes in Malta and selected sites have been defined in terms of yield, layout (CAD designs available) and MEPA clearance. This information will be made available to Technical Project Management and Site Supervision Team.

The Technical Project Management and Site Supervision Team will be adequately experienced and qualified for the project’s requirements. The Technical Project Management and Site Supervision Team is assumed to be flexible and capable of respecting specific targets within strict deadlines and shall be responsible for the following activities:

3. Technical Project Management:
• Undertaking final technical validation of sites and determine final benchmarks to be presented to the Contracting Entity in the first instance and the Managing Authority;
• Drawing up of technical specifications for tendering purposes;
• Drafting of BOQs;
• Overseeing application process with Malta Resources Authority and Enemalta Corporation for the connection of the systems to the Maltese national grid;
• Compilation and verification of inventory;
• Contribute to the compilation of Project Progress Reports and Final Reports as required by
the Managing Authority and Project Leader;
• Management of site hand-over process.

4. Technical supervision:
• Assuring adherence to technical specifications by supplier/s throughout implementation of the system;
• On-site adherence to industry technical standard, assure proper risk management for the project as a whole and, health and safety standards.
• Certification of completion of photovoltaic installation systems;
• Oversee the final connection of the system to the Maltese national grid.

The Technical Project Management and Site Supervision Team will be required to liaise with the selected supplier/s who will be awarded the contract/s for the supply and installation of these systems in the various sites.

The Project Manager’s team shall include, as a minimum, the following personnel:

<table>
<thead>
<tr>
<th>Technical Project Management and Site Supervision Team</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Key Expert 1: Technical Project Manager & Site Engineer #1 | • Responsible to submit specifications for Photovoltaic Systems all sites and provide technical support in the evaluation of the tender;  
• Responsible the overall coordination of the objectives of the contract;  
• Responsible for site implementation and certification of completion of installation of photovoltaic equipment  
• Assist Project Leader in Final Project Reporting and processing of Statement of Expenditure |
| Key Expert 2: Site Engineer #2 | • Responsible for site implementation and certification of completion of installation of photovoltaic equipment; |
| Key Expert 3: Site Engineer #3 | • Responsible for interim supervision during site implementation. |

Each key expert must present reference sites as indicated in Volume 1 Section 8. Each reference site must be unique for each expert and no repeat sites will be accepted.

The Team of Key Experts will be posted in Malta.

It is expected that Key Expert 1 (Technical Project Manager) and Key Expert 2 (Site Engineer #1) carry out site implementation duties and issue certification of completion of photovoltaic installations.

It is NOT expected that Key Expert 3 be licenced to certify photovoltaic installations, but Key Expert 3 must have a university degree in engineering in any of these areas: electrical / mechanical / interdisciplinary & specialised (such as: applied / building services / energy / industrial) engineering.

Either Key Expert 1 or Key Expert 2 is expected to visit each intervention site:
(i) before commencement of installation, in the presence of the contractor to plan installation and safety procedures;
(ii) at least once during installation or (if fully assigned to the project) at least on alternate days, to monitor the progress of works and verify its compliance with technical requirements.
(iii) upon completion to check system and issue certificate of completion;
(iv) upon metered connection to the Maltese national grid.

Key Expert 3 shall ensure continued supervision during implementation, at least visiting intervention sites on alternate days to ascertain adherence to set plan.
This tender is for INDEPENDENT Technical Project Management and Site Supervision. Key Experts will not be able to provide services to potential photovoltaic system suppliers and installers who intend to supply systems, in whole or in part, at any future stage of this project. Any breach of this condition will be subject to legal action and sanction for damages by the Contracting Entity. Tenders must submit the signed ‘Declaration of Impartiality from Suppliers and Installers of PV equipment’ established in Volume 1 Section 7 of this document.

4.1.2 Geographical Area to be covered

Malta

4.1.3 Target Groups

Parishes in Malta under the auspices of the Archdiocese of Malta

4.2 - Specific Activities

For indication and costing purposes the table below outlines the list of sites and their characteristics that form part of the project at this stage (subject to validation by Managing Authority & Contracting Entity). The number of sites may vary by ±10%.

<table>
<thead>
<tr>
<th>Parish</th>
<th>Building Name</th>
<th>No. of panels</th>
<th>PV Array Peak Power (kWp)</th>
<th>Annual Production (MWh/yr)</th>
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<tbody>
<tr>
<td>Attard</td>
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<td>74</td>
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<td>4.16</td>
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<td>Parish Church</td>
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<td>11.18</td>
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<td>Centru Pastorali San Guzepp Haddiem</td>
<td>59</td>
<td>11.8</td>
<td>18.88</td>
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<tr>
<td>Dingli</td>
<td>Cemetery, garage</td>
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<td>5.2</td>
<td>8.32</td>
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<tr>
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<td>101</td>
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<tr>
<td>Hal Safi</td>
<td>Socijta Dottrina Cristiana (Garages)</td>
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<td>Hal Tarxien</td>
<td>Kappella ta l-Erwieh u Cimiterju</td>
<td>37</td>
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<td>9.62</td>
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<td>Hamrun - Immaculate Conception of Mary</td>
<td>Knisja u Centru Parrokkjali</td>
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<td>Msida</td>
<td>Kumpless ta-Centru Parrokkjali</td>
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<td>Metres</td>
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</tr>
<tr>
<td>M’Xlokk</td>
<td>Mahzen tal-festa</td>
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<tr>
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<td>Oratorju</td>
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<td>14.08</td>
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<tr>
<td>Paola - Our Lady of Lourdes</td>
<td>Knisja Parrokkjali, Domus Curialis, Notre Dame</td>
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<td>11.8</td>
<td>18.88</td>
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<tr>
<td>Paola - Our Lady of Lourdes</td>
<td>Centru Parrokkjali</td>
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<td>Pembroke</td>
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<tr>
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<td>Oratorju Sagra Familja u Centru Parrokkjali</td>
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<td>Centru Anness mal-Kappella</td>
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<td>Zurrieq</td>
<td>Bubaqra Church</td>
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<td>3.52</td>
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</tbody>
</table>

The project is to be implemented by March 2014. The various stages of the project that shall be managed by the Technical Project Management and Supervision Team are indicated below:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Month From Start of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drafting of Tender for Specifications for Procurement of Tender</td>
<td>Month 1</td>
</tr>
<tr>
<td>Publicity &amp; Issue of Tender Process</td>
<td>Month 2</td>
</tr>
<tr>
<td>Opening of Tender Submissions</td>
<td>Month 3</td>
</tr>
<tr>
<td>Adjudicate Tender (incl. possible Appeals Period)</td>
<td>Month 4</td>
</tr>
<tr>
<td>Contract - PV Contractor</td>
<td>Beginning Month 5</td>
</tr>
<tr>
<td>Contractor Implementation Planning</td>
<td>Month 5 &amp; 6</td>
</tr>
<tr>
<td>Implementation Group 1 sites</td>
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</tr>
<tr>
<td>Commissioning, Certification and grid connection process-Implementation Group 1 sites</td>
<td></td>
</tr>
<tr>
<td>Implementation Group 2 sites</td>
<td></td>
</tr>
<tr>
<td>Commissioning, Certification and grid connection process-Implementation Group 2 sites</td>
<td></td>
</tr>
<tr>
<td>Implementation Group 3 sites</td>
<td></td>
</tr>
</tbody>
</table>
4.3 - Project Management

4.3.1 Responsible Body

Diocesan Office of Administration of the Archdiocese of Malta

4.3.2 Management Structure

![Diagram of project management structure]

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

Not applicable.

5. Logistics and Timing

5.1 - Location

Refer to Table in Section 4.2 - Specific Activities in this Terms of Reference for implementation
5.2 - Commencement Date & Period of Execution

The intended commencement date is April 2013 and the period of execution of the contract will be up to six months after the official date of project closure, which to date is 31st March 2014, and the processing of the Statement of Expenditure, whichever comes last. Should project closure date be extended by the Managing Authority, the contract shall terminate after six months from the approved official project closure date and the processing of the Statement of Expenditure, whichever comes last. Nevertheless, the termination of the contract shall not preclude the Managing Authority and the Contracting Entity from requesting further information and documentation from the contractor for clarification and audit purposes after the official project closure date.

6. Requirements

6.1 - Personnel

6.1.1 Other Experts

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

The Consultant shall select and hire other experts as required according to the profiles identified in these Terms of Reference. For the purposes of this contract, international experts are considered to be those whose permanent residence is outside the beneficiary country while local experts are considered to be those whose permanent residence is in the beneficiary country.

The Consultant should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Entity.

Note that civil servants and other staff of the Public Service of the beneficiary country cannot be recruited as experts. See sub-article 9.5 of the General Conditions.

6.1.2 Support Staff and Backstopping

Tenderers should indicate any support staff and backstopping.

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 Contractor.

6.3 - Facilities to be provided by the Contractor

The Contractor 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 Contractor 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 Entity as part of this service contract or transferred to the Contracting Entity at the end of this contract. Any equipment related to this contract which is to be acquired must be purchased by means of a separate supply tender procedure.

7. Reports

7.1 - Reporting Requirements

Interim progress reports comprising Project Progress Reports and other reports required by the Managing Authority, operational reports to be submitted to the Project Leader must be prepared in a timely manner and periodically during the period of execution of the contract, as directed from time to time by the Project Leader.

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

7.2 - Submission & approval of progress reports

1 soft copy of the progress reports referred to above must be submitted to the Project Leader identified in the contract. The progress reports must be written in English. The Project Leader and Project Board are responsible for approving the progress reports.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

1. Yields from PV systems per site shall be determined by the Contracting Entity in agreement with the Managing Authority. The Contractor is expected to provide his/her contribution for the final determination of these yields and ensure that they are attained by the systems implemented on each site and duly certified by the contractor.

2. Financial budgets have been determined on a per site basis.

3. Timelines have been determined by the Contracting Entity in agreement with the Managing Authority.

8.2 - Special Requirements

The project, in part or in whole, shall not be considered as completed until all installations at all determined sites have been connected through Enemalta-approved meters to the Maltese national grid and performance parameters determined as per agreement with the Managing Authority.
1. OPINION ON KEY ISSUES, RISKS AND ASSUMPTIONS

   Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract

   An opinion on the key issues related to the achievement of the contract objectives and expected results

   An explanation of the risks and assumptions affecting the execution of the contract

2. PROCEDURE STATEMENTS

   An outline of the approach proposed for contract implementation

   A list of procedure statements to be adopted in the following areas to achieve the contract objectives, including:

   - details of the quality assurance procedure;
     (example: determination of technical standards, assuring installation of structurally safe and electrically compliant equipment, certification according to Malta Standards Authority, etc)
   - waste management and environmental considerations;
     (example: procedures for management of waste on-site, disposal of waste, etc)
   - heritage considerations;
   - (example: procedures for management of waste on-site, disposal of waste, etc)
   - on-site health & safety procedures during & post works;
     (example: adherence to health & safety regulations, securitisation of site, height considerations, electrical protection and safety, etc)

   In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them
VOLUME 4 - FINANCIAL BID

(GLOBAL PRICE CONTRACTS)

Global price for tender for Technical Project Management, Site Supervision & Certification Services for multi-site Photovoltaic Project within the Parish Network in Malta - ERDF 271, as outlined in the Tender Document, Reference Number UDA/01/ERDF271

<table>
<thead>
<tr>
<th>Description</th>
<th>Price inclusive of all taxes but excluding VAT</th>
<th>VAT</th>
<th>Total inclusive of VAT</th>
</tr>
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<tbody>
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<td>Amount in Euro (€)</td>
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The above amount must not be broken down further
## Section 5.1

### List of documentation attached

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<th>No</th>
<th>Drawing No.</th>
<th>Design Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>UDA 02 ERDF 271 - Sample Documentation 1</td>
<td>Santa Lucija - Knisja Parrokkjali</td>
</tr>
<tr>
<td>2.</td>
<td>UDA 02 ERDF 271 - Sample Documentation 2</td>
<td>Parish Church - Ibragg</td>
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<td>3.</td>
<td>UDA 02 ERDF 271 - Sample Documentation 3</td>
<td>Knisja San Martin - Bahrija/Rabat</td>
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<td>Form 2 - Data on Joint Venture / Consortium - IF APPLICABLE</td>
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<td>Organisational &amp; Key Experts Experience (Volume 1 Section 8)</td>
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Signature: ________________________________ Date: ________________

(\textit{the person or persons authorised to sign on behalf of the Tenderer})