

ADVERT NUMBER: UHM/001/2013

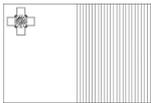
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PORTAL FOR THE VOICE OF THE WORKERS PROJECT

Closing Date: **11.11.2013** at **10:00am CET**

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Operational Programme II – Cohesion Policy 2007-2013
Empowering People for More Jobs and a Better Quality of Life
Part Financed by the European Union
European Social Fund (ESF)
Co-financing rate: 72.25%EU, 12.75% MT, 15% UHM own funds
Investing in your future



IMPORTANT:

- No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from www.uhm.org.mt

SERVICES TENDER - PORTAL FOR THE VOICE OF THE WORKERS PROJECT

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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 Union Haddiema Magquidin (hereafter referred to as UHM), 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, request rectifications in respect of incomplete and/or 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 nonrefundable 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) and 16.1(e) 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 the provision of training services for the project “Voice of the Workers” ESF 4.2.2.1.  
The project aims at providing more information to workers on social dialogue and at the same time it envisages capacity building for workers and their representatives to actively participate in social dialogue processes.
- 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 UHM will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The UHM retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them. Sample material provided as part of the tender will also be retained by the UHM.

### 2. Timetable

|                                                                                                                    | DATE       | TIME*   |
|--------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.1)                                                          | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority                                 | 26.10.2013 | 10:00am |
| Last date on which additional information are issued by the Contracting Authority                                  | 05.11.2013 | 10:00am |
| Deadline for submission of tenders / Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | 11.11.2013 | 10:00am |

\* 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 Operational Programme II, European Social Fund - Investing in your Future.
- 4.2 The beneficiary of the financing is the Union Haddiema Magqudin (UHM).

### 5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

### 6. Selection Criteria

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

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

- 6.1.1 No evidence of economic and financial standing is required.

- 6.1.2 Information about the tenderer's technical capacity.

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 nature over the past 5 years including the nature and value, as well as contracts in hand and contractually committed.

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 Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

## 7. Multiple Tenders

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

## 8. Tender Expenses

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

## 9. Site Inspection

- 9.1 No clarification meeting is planned.  
This does not prevent the contracting authority from replying to clarifications sent by email. All such written responses shall be posted online on [www.uhm.org.mt](http://www.uhm.org.mt) as a clarification note as per Clause 11.2.  
Meetings by individual prospective tenderers during the tender period 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 [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
  - Special Conditions

|          |                     |
|----------|---------------------|
| Volume 3 | Terms of Reference  |
| Volume 4 | Model Financial Bid |
| Volume 5 | Other 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 UHM through sending an email to [projects@uhm.org.mt](mailto:projects@uhm.org.mt) up to 8 calendar days (closing date included) before the deadline for submission of tenders. The UHM must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes or corrigenda, up to at least 7 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note or corrigendum respectively, on the website of the UHM ([www.uhm.org.mt](http://www.uhm.org.mt)). Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The UHM 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 UHM 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) All 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, one of the copies shall be kept, unopened, at the Union Haddiema Maghqudin, Dar Reggie Miller, St Thomas Street, Floriana, Malta 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 delivered by hand (to be received by not later than the same deadline) to the Union Haddiema Maghqudin, Dar Reggie Miller, St Thomas Street, 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) *No Bid Bond is requested.*
- (b) *General/Administrative Information*<sup>(Note 2)</sup>
  - (i) Proof of Purchase of tender document (receipt)
  - (ii) Statement on Conditions of Employment (Volume 1, Section 4)
  - (iii) Power of Attorney (if applicable)
  - (iv) Data on Joint Venture Consortium (Volume 1, Section 7, Form 2)
  - (v) Tenderers’ Personnel to be employed on this contract (Volume 1, Section 7, Form 3)

*Selection Criteria*
- (c) *Financial and Economic Standing*<sup>(Note 2)</sup>
  - (i) (No Evidence of economic and financial standing is required)
- (d) *Technical Capacity*<sup>(Note 3)</sup>
  - (i) Experience as Contractor (Volume 1, Section 4, Form 2)
  - (ii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4, Form 3)
- (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
  - (i) Tenderer’s Technical Offer in response to specifications/Terms of Reference (Volume 3)
    - Organization & Methodology
      - Rationale
      - Strategy
      - Timetable of Activities
    - Other Documents - Short video presentation showing the features of the solution being proposed to support the requirements of the tender including samples of three (3) Designs for the Home Page of the portal as specified in the terms of reference (Volume 5)
- (f) *Financial Offer*<sup>(Note 3)</sup>
  - (i) A financial bid in the form provided in Volume 4.

#### **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.

### **17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties and any discounts. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.5 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, except for revision of prices due to Cost of Living Adjustment (COLA) or otherwise provided for in the Special Conditions.
- 17.6 The budget available for this tender is € 70,800 including VAT.

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

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

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

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the UHM may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request, however, his 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 No tender guarantee (bid bond) is required.

## 21. Variant Solutions

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

## 22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 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 UHM.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the UHM (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 UHM.

## D. SUBMISSION OF TENDERS

### 23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in the UHM’s tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**UHM**  
**Dar Reggie Miller**  
**St Thomas Street**  
**Floriana**

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, UHM will assume no responsibility for the misplacement or premature opening of the tender.

### 24. Extension of Deadline for Submission of Tenders

- 24.1 The UHM 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 UHM 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 UHM. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **26. Alterations and Withdrawal of Tenders**

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

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Union Haddiema Maghqudin, Dar Reggie Miller, Saint Thomas Street, Floriana, Malta They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the UHM premises and shall also be available to view on UHM website, [www.uhm.org.mt](http://www.uhm.org.mt)
- 27.2 At the tender opening, the tenderers' names, the tender prices, written notification of alterations and withdrawals and any other information the UHM 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 of UHM directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

### **29. Clarification of Tenders**

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

tender.

- 29.2 Such requests and the responses to them must be made by e-mail 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 request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 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), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

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

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

*(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

*(ii) Selection Criteria*

- Evidence of technical capacity (sub-Clause 6.1.2)

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

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

#### **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 General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

### **32. Criteria for Award**

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

### **33. Right of the UHM to accept or reject any Tender**

- 33.1 The UHM reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The UHM 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 UHM. 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 UHM 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 UHM has been advised of the possibility of damages. The publication of a contract notice does not commit the UHM 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 UHM will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).

- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations shall be published on the Notice Board of the UHM and on the website [www.uhm.org.mt](http://www.uhm.org.mt)

### **35. Contract Signing and Performance Guarantee**

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the UHM, the successful tenderer will sign and date the contract and return it to the UHM with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the UHM, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the UHM 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 UHM may consider the acceptance of the tender to be cancelled without prejudice to the UHM'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 UHM. 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 UHM, and activities may not begin until the contract has been signed by the UHM and the successful tenderer.

### **36. Commencement of Services**

- 36.1 Following the signing of the contract by both parties, the UHM 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 UHM'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 UHM 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 UHM's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the UHM 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 UHM 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 UHM in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The UHM, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

## **39. Gender Equality**

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

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## VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: **UHM/VOW/TENDER/001/2013**  
 <Portal for the Voice of the Workers project > < UHM/VOW/TENDER/001/2013 >

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

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).

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

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

**NOTE TO COMPILER: THIS SECTION IS TO BE REMOVED/MARKED NOT APPLICABLE IF NO SUB-CONTRACTING IS ALLOWED. LIAISE WITH DOC**

### B CONTACT PERSON (for this tender)

|                  |                |                |              |
|------------------|----------------|----------------|--------------|
| <b>Name</b>      |                | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____   | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>..... |                |              |

|        |       |
|--------|-------|
|        | ..... |
| E-mail |       |

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**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 UHM) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to 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:  
**Services for the production of a Web Portal for The Voice of the Workers Project.**
- 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 UHM/VOW/TENDER/001/2013. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 10 We will inform the Central Government Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
  - (a) *No Bid Bond is requested.*
  - (b) *General/Administrative Information*<sup>(Note 2)</sup>

- (i) Proof of Purchase of tender document (receipt)
- (ii) Statement on Conditions of Employment (Volume 1, Section 4, Form 1)
- (iii) Power of Attorney (if applicable) (Volume 1, Section 7, Form 1)
- (iv) Data on Joint Venture Consortium (if applicable) (Volume 1, Section 7, Form 2)
- (v) Tenderers' Personnel to be employed on this contract (Volume 1, Section 7, Form 3)

*Selection Criteria*

(c) *Financial and Economic Standing*<sup>(Note 2)</sup>

- (i) (No Evidence of economic and financial standing is required)

(d) *Technical Capacity*<sup>(Note 3)</sup>

- (i) Experience as Contractor (Volume 1, Section 4, Form 2)
- (ii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 4, Form 3)

(e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>

- (ii) Tenderer's Technical Offer in response to specifications/Terms of Reference (Volume 3)
  - Organization & Methodology
    - Rationale
    - Strategy
    - Timetable of Activities
  - Other Documents - Short video presentation showing the features of the solution being proposed to support the requirements of the tender including samples of three (3) Designs for the Home Page of the portal as specified in the terms of reference (Volume 5)

(f) *Financial Offer*<sup>(Note 3)</sup>

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

**Notes to Clause 16.1:**

4. *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.*
5. *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.*
6. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

12 I acknowledge that the Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), 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.

13 We note that the UHM 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: \_\_\_\_\_

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## VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

### 1. Statement on Conditions of Employment

1. I hereby declare 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.
2. I hereby declare that no part of the services to be provided under this contract shall be sub-contracted.
3. I hereby declare that the service being provided under this contract will not be carried out by self-employed persons registered with the Maltese Authorities, but will be carried out solely by my employees. Self-employed personnel may be engaged as partners in a Joint Venture/Consortium.
4. I hereby declare that all my employees have a written contract of service and are registered with the competent authority of my country.
5. I hereby declare that my employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social contributions and income tax).
6. I hereby declare that all the wages/salaries of my employees are paid only by direct payment in the employee's bank account
7. I hereby declare that during the execution of this contract, if and when requested by the Contracting Authority or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection.
8. I hereby declare that I shall submit to the Contracting Authority a list of the employees to be engaged on the contract after the award of the contract.
9. I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.
10. I am hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

\_\_\_\_\_  
Signature of Tenderer  
I.D. No. ....  
Date .....

## 2. Experience as Contractor

List of contracts of similar nature and extent performed during the past 5 years:

| Description of Services | Total Value of Services | Period of Execution | Client*/<br>Contracting Authority* |
|-------------------------|-------------------------|---------------------|------------------------------------|
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |
|                         |                         |                     |                                    |

Signature: .....

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

Date: .....

### 3. Key Experts

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

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

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

Date: .....

### 3.1. Statement on Exclusivity and Availability

#### TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED

**PUBLICATION REF:** UHM/VOW/TENDER/001/2013

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

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

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

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

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

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

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

Name of Key Expert: .....

Signature: .....

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

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

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

**Beneficiary Country:** The Maltese Islands.

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

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

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

**Central Government Authority:** means the Department of Contracts.

**Commission:** The European Commission.

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

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

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

**Contracting Authority:** means the final beneficiary of the contract.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

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

**EC:** The European Community.

**EU:** The European Union.

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

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

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

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

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

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

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

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

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

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

**Month:** Calendar month.

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

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

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

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

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

**Public Service:** Government Ministries and Departments.

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

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

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

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

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

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

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

## VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

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

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

### Part XII - Separate packages in tender offer

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

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

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

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

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

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

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

proceed in accordance with its decision.

- (10) Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

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

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

### **Part XIII - Appeals**

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

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

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

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

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

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

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

contracting authority concerned.

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VOLUME 1 SECTION 7

Form 1 - Power of Attorney

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

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

Date: .....

## VOLUME 1 SECTION 7

### Form 2 - Data on Joint Venture/Consortium (Where applicable)

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--|
| 1 | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |  |
| 2 | Managing Board's Contact Details                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>                                                                                                                                                                                                                                                                                                                                                    | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 4 | Names of Partners                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |  |
| 5 | Name of Lead Partner                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |  |
|   | Place of Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date of Signature:                                                     |  |
|   | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | .....                                                                  |  |
| 7 | Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*<br>* 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 |                                                                        |  |
|   | ..... - .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... - .....                                                          |  |
|   | ..... - .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... - .....                                                          |  |

Signature: .....

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

Date: .....

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# VOLUME 1 SECTION 7

## Form 3 - Sub-Contracting

If the tenderer plans to sub-contract part of the works, he must provide the following details:

| Service/s intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost | Experience in similar services (details to be specified) |
|-----------------------------------------|-------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |

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

Date: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]

Project: Voice of the Workers ESF 4.221

Contract Number: ..... [Contract Number]

This contract is concluded between:

UHM  
Dar Reggie Miller  
St. Thomas Street  
Floriana FRN 1132  
Malta

(hereinafter called “UHM”) on the one part, and

[Name of Contractor]  
[Address]

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

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

**[Contract Title]**

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

It is hereby agreed as follows:

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

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

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (*excluding/including* VAT/other taxes): €.....
- Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
6. The proposed design for the portal shall be approved by the Project Leader.
7. 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.
8. The provisions of this contract are without prejudice to the obligations of the UHM in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The UHM, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the UHM in terms of the Act.

Done in English in three originals: one for the UHM, and one for the Contractor.

**UHM:**

Signed by:

.....

In the capacity of:

.....

Being fully authorized by and acting on behalf of

.....

Date: .....

**Contractor:**

Signed by:

.....

In the capacity of:

.....

Being fully authorized by and acting on behalf of

.....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.03) can be viewed/downloaded from:

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

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

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

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## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

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

2.2 Project Leader  
UHM  
Dar Reggie Miller  
St. Thomas Street, Floriana  
FRN 1132  
Tel: 21220847  
Fax: 21246091  
Email: projects@uhm.org.mt

### *Article 5: Supply of Information*

5.1 As per General Conditions.

### *Article 6: Assistance with Local Regulations*

6.1 As per General Conditions.

### *Article 7: Obligations of the Contractor*

7.8 As per General Conditions.

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

13.3 As per General Conditions.

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

14.3 All the material to be provided under the project that shall be managed under this tender is for the sole use of the UHM.

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

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

### *Article 16: Personnel and Equipment*

16.3 As per General Conditions.

### *Article 18: Execution of the Contract*

18.1 Expected period of execution of the contract: from 22.11.2013

18.2 The service will be delivered for a period of 14 Months from the date indicated in article 18.1

### *Article 19: Delays in Execution*

19.2 The amount of liquidated damages for every day, or part thereof, elapsing between the period of execution and the actual end of the period of execution are as follows:  
The amount of compensation per day for penalty of delay is 1/100 of the contract price and the maximum aggregate shall not be more than 20% of the total price

**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, Interim Progress Report shall be presented at Month 8.  
Final Progress Report shall be presented at Month 14.

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

26.1 Indicate whether this is a fee-based, unit-price or 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:

| Month        | Narrative              | Percentage (%) |
|--------------|------------------------|----------------|
| N/A          | Pre-financing Payment* | N/A            |
| 2            | Interim Payment 1*     | 40%            |
| 8            | Interim Payment 2*     | 50%            |
| 14           | Balance                | 10%            |
| <b>TOTAL</b> |                        | <b>100%</b>    |

[ \* edit/add rows as appropriate, depending on the period of execution of the contract ]

26.2 The maximum period in which payments are to be effected is 60 days upon approval of the deliverables and certification of the activities by the Contracting Authority.

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## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Project Leader  
UHM  
Dar Reggie Miller  
St. Thomas Street, Floriana  
FRN 1132

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

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

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

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

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

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

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

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

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

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

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# VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

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

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

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# Terms Of Reference

## Note:

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

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.2 - Central Government Authority

Department of Contracts

### 1.3 - Contracting Authority

Union Haddiema Maghqudin

### 1.4 - Relevant Country Background

In the definition of the International Labour Organisation, social dialogue “includes all types of negotiations, consultation or simply exchange of information between or among representatives of government, employers and workers on issues of common interest relating to economic and social policy” ([www.ilo.org](http://www.ilo.org)).

Although the definition is quite broad, it points out the main elements that have to be taken into consideration in relation to social dialogue and gives already an idea of the potential critical factors that determine an effective social dialogue in a specific country or sector.

Generally, social dialogue is considered an important tool to face the challenges brought by globalization: it is a mean to actively involve all members of the society allowing them to contribute to policy formation and decision-making. Social dialogue is also an important tool to achieve sustainable growth as through it the economic needs and demands are balanced with the social aspect. Social dialogue and the active involvement of all stakeholders in policy making processes plays a positive role when introducing radical economic transformations in the society as it contributes to maintain social peace and reduce the risks of excessive negative impacts.

Social dialogue can be in the form of a tripartite or bipartite process. The tripartite process typically involves employers, workers’ organisations and government and can take place at all the levels of the administration.

The bipartite model instead focuses on the direct involvement of employers and workers’ representatives, without a direct intervention of the government. In the society, it is possible to find a combination of both methods as these might vary depending on the sector, the geographical area or the decision-making level of the issues debated.

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

In Malta, at company level the bipartite model of social dialogue is generally adopted. In this approach, negotiations are carried out between Trade Union representatives and Employers, with the Government operating indirectly and eventually taking a more active role only in specific cases and circumstances. In this case, the workers’ representatives have the task to channel the information with the counterpart and with the other workers play a key role.

The tripartite model of social dialogue is mainly adopted at MCESD level, whereby workers' representatives, employers' representatives and government representatives discuss issues of general importance that contribute to policy formation and decision-making. Here it is particularly important the contribution made by the Social Partners' representatives and leaders.

Malta does not have specific statistics on social dialogue but measures only the unionisation level of working population. At the same time, it is widely recognised that there is a need for improvement of social partners and workers' participation to social dialogue from a quantitative and qualitative perspective. Organisations representing sectoral interests should contribute more to actively involve their base and members in the ongoing discussions on relevant topics. They should be able to provide their members and non-members with the necessary competences to participate in social dialogue. The provision of training coupled with the availability of the necessary information is very important for workers to achieve informed opinions and contribute to social dialogue. Workers often do not have chances or time to undergo specific training that might empower them with more instruments to actively participate in collective agreements negotiations and make their voice listened.

In order for the workers to take an active role in social dialogue they not only need to have basic knowledge of relevant issues, but they also need to access reliable information in an easy manner. At the moment, the information necessary for the workers to reach informed opinions and actively contribute to the dialogue is not easily available. Relevant Laws, collective agreements, proposals etc. can be found through the social partners, employers or government departments.

The Union Haddiema Maghqudin (UHM) was founded on 29 September 1966 with membership restricted to clerical employees in the Public Service. After a continuous growth in activities and membership, in 1978, the Union's General Conference unanimously adopted a Resolution to become the UNION HADDIEMA MAGHQUDIN, which opened its doors to all workers irrespective of class, sector or grade. The UHM is the leading union in the Malta public sector, it represents over 26,000 members and include workers from all walks of life. The Union is part of the Malta Council for Social and Economic Development, Malta EU Steering and Action Committee, ECSC, WOW.

With "The Voice of the Workers" project, UHM wants to further develop the capacity of workers' to actively contribute to social dialogue in Malta as a mean to implement effective partnerships and to contribute to the sustainable development of the Country. Moreover, the UHM wants also to develop a new perception of trade unions' participations and the relationship between the union and the workers by empowering the latter on issues relevant for their roles as workers and as citizens.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:

- To increase workers' knowledge on social dialogue and facilitate their participation to effective partnerships
- To train workers on bipartite and tripartite social dialogue
- To allow workers to reach informed opinion on relevant issues

### 2.2 - Specific Objectives

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

- To provide a web portal on social dialogue
- To provide online distance learning facilities within the portal
- To provide individual accounts for users with possibility of uploading/downloading information as well as interacting via chat/forum

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

1. Production of Portal where users can register an individual account in the portal
2. Production of Portal where users can perform interactive actions such as downloading/uploading information, exchange of files, comment
3. Production of Portal where users can access and read the digital magazine
4. Production of Portal where users can participate to distance learning

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

Conditionality and risks are issues pertaining to the project which could jeopardise its timely and effective implementation. These should be indicated clearly highlighting what could be done, by when and by whom. Conditionality/ies not within the control of the project is/are deemed to be risks and should also be included.

### 3.2 - Risks

|                   | Risk Description                                                           | Consequence                                                   | Probability (High, Medium, Low) | Impact (High, Medium, Low) | Response Strategy                                                                                                                                                                                                                                   |
|-------------------|----------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Technical Risks   | Low demand from trainees                                                   | Project will not reach the targeted training period           | Low                             | Medium                     | Effective promotion and clear explanation of the opportunity to the target group. Tender on publicity prioritized and ready to be implemented                                                                                                       |
| Technical Risks   | Online training system inefficiencies                                      | Unsatisfactory delivery of training online/delays in delivery | Low                             | Medium                     | The system will be tested before making it accessible to the public. Trainer selected will be briefed on functioning of the system. Provider shall make available a technician for troubleshooting, provision to be included in the tender for ICT. |
| Organization Risk | Poor coordination within the members of UHM and between UHM and providers. | Inefficiencies and delays                                     | Low                             | Medium                     | Elaboration of tasks assignment and action plan to be shared and discussed with all staff involved. Monitoring of the project administrator on                                                                                                      |

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 Project Description

The Voice of the Workers contributes to improve workers' know-how on bipartite and tripartite social dialogue by providing face-to-face training and web based training. Through a portal, distance learning is combined with access to relevant information and with a digital weekly magazine on social dialogue.

#### 4.1.2 Geographical Area to be covered

Malta and Gozo

#### 4.1.3 Target Groups

Workers and their representatives

### 4.2 - Specific Activities

#### Portal

The portal will allow for better accessibility to information related to the social dialogue. Users can create an account and, depending on their status, can access information related to social dialogue and perform actions. The portal would allow for a e-learning environment, management and administration as well as access to individual accounts. The levels of accessibility and the activities related are detailed here below and vary depending on the type of user:

Level 0= web user can surf the web, access the public content and all the pages, teaser digital magazine on social dialogue.

Level 1 = registered web user

This category of user will be able to access from his account all the information of Level 0 user plus the following:

- Digital Magazine on Social Dialogue
- Press releases issued
- Information on training available
- Booking of training
- Calling for assistance
- Teaser of job vacancies
- Participation on poll surveys on different issues
- Main legislation on Industrial Relations

Level 2 = registered web user attending training

This category of user will be able to access from his account all the information of Level 0 and 1 user plus the following:

- Download training material
- Group Forum
- Chat with trainer
- Application form for individual claims
- Application form for group claims
- Follow up of claim and feedback
- Application job vacancy

Training material, such as presentations, case studies and all other documents delivered by the trainer

Level 3 = registered web user attending online training

This category of user will be able to access from his account all the information of Level 0, 1 and 2 users plus the following:

Online training sessions which allow for video conferencing and room for maximum 16 people at the same time including the trainer.

### **Distance learning**

Distance learning platform will allow for the interaction between trainees and trainers. Lessons will be carried out live. However the trainee will have the chance to access to the lessons from his/her account so as to facilitate his/her participation.

The project includes the provision of an interactive forum whereby the trainee will be able to post comments and queries on the specific modules. The trainer will organise an online session where he/she will reply to the queries submitted. Replies will also be available online in the form of FAQ sheets. All this material shall be available on the individual account of each trainee. The forum activity is only designed for online training and will be accessible only to the trainees of that specific group.

There will be 5 groups for the Bipartite training and 5 groups for the Tripartite training of maximum 15 trainees per group.

The provider of the online training platform will also provide specific induction training to UHM for the management of the system.

In order to draft the terms of reference with exact specifications and to assist UHM in the evaluation of the bids, a technical expert on IT will be subcontracted. The subcontractor will assist UHM in the tendering process related to the IT platform.

The Provider must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project as available on [www.ppcd.gov.mt](http://www.ppcd.gov.mt).

### **Technical requirements**

1. Platform
  - a. Cloud-hosted solution that allows to easily scale
  - b. Easy to setup, maintain and create learning content
  - c. Allow to run either in hosted-environment with option of running on a local server
2. Accessibility
  - a. Web-based solution to allow publishing and accessing content irrespective of platform
  - b. Responsive HTML5 compliant interface that allows for smart scaling of content on different hardware
  - c. Support for mobile learning catering for major mobile device platforms
3. Branding
  - a. Design of the solution to be customised to allow for defined branding
4. Content Development
  - a. Create once and make course content accessible irrespective of delivery platform
  - b. Create courses that can be used both for instructor-led training and online-only delivery
  - c. Solution to allow to easily create course quizzes, reviews, surveys, and exams
  - d. Course can contain video, tasks, documents for access to course attendees
  - e. Allow uploading, embedding or linking to resources of interest to attendees and offer an information sharing and communication platform for course attendees
  - f. Allow to create a learning plan for course delivery
  - g. Allow importing of externally created SCORM compliant content

5. Course Management
  - a. Allow for attendees to register onto portal
  - b. Manage classroom-based instructor-led training
  - c. Manage virtual instructor-led learning environments where attendees attend for virtual session through their media consumption device
  - d. Intuitive workflow to automate different stages of learning from registration, to enrolment, to tracking and reporting
  - e. Allow for management of course candidates including organizing learners into groups, minimums, maximums and next course waiting lists
  - f. Allow for scheduled release of content depending on course schedule
  - g. Easy to use and customisable reporting
  - h. Automated and personalised communication with course attendees via e-mail or social media networks
  - i. Allow for course achievement milestones to be published to social media platforms by the course attendees
  - j. Automated reminders to course candidates of next course session, provision of course calendar and preparation due for attending online training
  - k. Administer venues, assigned trainers and schedules for different courses
  - l. Provide attendance management even via mobile devices
  - m. Allow to run a satisfaction survey at course end and obtain feedback as recommended by the course attendees
6. Integration
  - a. Integration with students enrolment system
  - b. Allow course attendees to access course highlights and updates via directed feeds
  - c. Allow for chat interaction/support which can be recorded and emailed as transcript
  - d. Allow for submitting of support requests by course candidates to respective social bodies and track the different stages of addressing the support issue
  - e. Allow to follow up support issues to ensure social dialogue being promoted
  - f. Include APIs to allow for integration with other applications
  - g. Allow to easily customise look and feel of communication templates to reflect the overall branding of the portal
7. Security
  - a. Provide a flexible back-end administration structure for different roles for administrators, content creators, trainers, and other roles
  - b. Allow for self-registration onto learning portal and base content would be accessible after being activated from the management back-end
  - c. Cater for varying levels of security for public visitors and learners with varying access levels
8. General
  - a. Solution has to be 90% complete and 10% allowed for customisation
  - b. Create a short video presentation showing the features of the solution being proposed to support the requirements of the tender

The implementation schedule of the tenders and the calls for quotation for the project is the following:

| Year                                                                  | N+1             |                 |                 |                 | N+2             |                 |                 |                 | N+3             |                 |                 |                 |
|-----------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| (please specify the N <sup>th</sup> year)                             | 2013            |                 |                 |                 | 2014            |                 |                 |                 | 2015            |                 |                 |                 |
| Quarters                                                              | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> |
| <i>Direct Order 1 - Publication of 7 adverts on Sunday newspapers</i> |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |

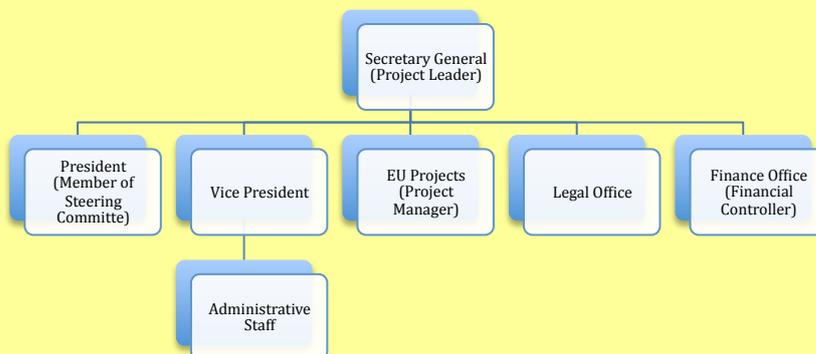
|                                                                                         |   |   |    |      |     |    |   |    |    |  |  |  |  |
|-----------------------------------------------------------------------------------------|---|---|----|------|-----|----|---|----|----|--|--|--|--|
| Call for quotations 1 - Supply of desk, chair and computer                              |   |   |    | DP   | EIC |    |   |    |    |  |  |  |  |
| Call for quotations 2 - Supply of consumables                                           |   |   | D  | PEIC |     |    |   |    |    |  |  |  |  |
| Training on bipartite and tripartite social dialogue - The Voice of the Workers Project |   |   | D  | P    | PEI | I  | I | I  | IC |  |  |  |  |
| Publicity for The Voice of the Workers Project                                          | E | E | EI | I    | I   | I  | I | I  | IC |  |  |  |  |
| Portal for The Voice of the Workers Project                                             |   |   | DP | EI   | I   | I  | I | IC |    |  |  |  |  |
| Contact Centre for The Voice of the Workers Project                                     |   |   | DP | E    | I   | IC |   |    |    |  |  |  |  |

### 4.3 - Project Management

#### 4.3.1 Responsible Body

Union Haddiema Maghqudin, Dar Reggie Miller, St Thomas Street, Floriana

#### 4.3.2 Management Structure



Service providers report to the Project Manager, which forms part of the project steering committee.

The steering committee of the project is composed by the Project Leader, Project Manager and President of UHM with the task of monitoring the implementation of the project.

#### Project Leader, Secretary General

The Project Leader for this project manages the resources available in the most effective manner, by dividing the roles according to the best ability of the staff and contractors involved in the activities. The project Leader sees that the project is completed on time and liaise with stakeholders to ensure effective project management and that the final deliverables are produced. The PL also has financial responsibility seeing that the project is completed within the budget. The project leader has the responsibility to set up the strategy for the follow up of the implementation operations of the project. He is responsible for monitoring the work of those involved in the implementation so as to keep track of the budget and the project implementation. The PL liaises with the Managing Authority and the Certifying Authority to obtain the necessary information with regards to the implementation and administration of the project. The Project Leader is in charge of disseminating the information within the project team.

#### Project Manager

The Project Manager facilitates the smooth running of the project in terms of technical and financial reporting. The service will be subcontracted.

The Project Manager tasks are:

- assist the Project Leader to manage the project both in administrative and clerical duties and in the elaboration of a strategy and action plan for the implementation and monitoring of the EU Grant.
- attend meetings of the Steering Committee.
- attend and convey meetings with other parties as may be requested by the Project Leader from time to time.
- prepare information and reporting related to the project including the production of monthly progress reports.
- Liaise with partner for operational matters
- oversee the whole administrative functions required to make this project successful, including the timely implementation of the schedule and that by the end of the programme the objectives of the project are achieved.

The project manager reports to the Project Leader.

#### President UHM

The President will support the Secretary General particularly in liaising with relevant stakeholders as well as with the internal committees and structures of UHM.

The President participates to the Steering Committees overlooking the implementation of the project activities as well as to the Procurement Team in charge of tenders' evaluation.

The President will also supervise the correct implementation of the project. President UHM is also in charge of the relationship with the partner.

Procurement: Project Leaders chairs the evaluation committee, which will be composed by financial controller and president UHM. The external expert subcontracted will add up to the aforementioned committee for the ICT tender.

Payments are approved by the Steering Committee. Verification prior to issuing payments is conducted by the finance office. Finance office can either instruct the payment or else request additional information. The finance office provides for the availability of the necessary co-financing element through a cash flow plan. A separate account and a separate accounting codes are set up for the expenditure related to the project implementation. The finance office will keep the financial documentation.

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

As appropriate.

## 5. Logistics and Timing

## 5.1 - Location

Malta and Gozo

## 5.2 - Commencement Date & Period of Execution

The intended commencement date is 22.11.2013 and the period of execution of the contract will be 14 months from this date. Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

## 6. Requirements

### 6.1 - Personnel

#### 6.1.1 Other Experts

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

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

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

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

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

#### 6.1.2 Support Staff and Backstopping

As appropriate.

### 6.2 - Accommodation

Any accommodation required during the implementation of this contract shall be provided as required, and at the cost of the Contractor.

### 6.3 - Facilities to be provided by the Consultant

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

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

## 6.4 - Equipment

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

## 7. Reports

### 7.1 - Reporting Requirements

*(Please refer to Article 24 of the Special Conditions)*

Interim progress reports must be prepared at Month 8 of the period of execution of the contract. It must be accompanied by a corresponding invoice.

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract.

Monthly reports on indicators identified in section 8.1.

### 7.2 - Submission & approval of progress reports

[2] copies 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 is responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

Provide monthly monitoring reports of the following indicators:

1. Number of Registered Account.

The provider shall present to the Contracting Authority an official report indicating the amount of individual accounts registered to the portal on a monthly basis. The report shall include the indication of the amount of Gozo residents who are registered on the portal and the amount of Malta residents separately.

2. Interactive actions performed by the users

The provider shall present to the Contracting Authority an official report indicating the amount of interactive actions performed by the individual accounts registered to the portal on a monthly basis.

Interactive action is intended as an action conducted by the user within the portal that leads to an interaction with other users or with the administrator such as comments on specific topics, sharing of information, exchanging opinions, downloading of data from the portal, participation to online polls and consultations etc.

### 8.2 - Special Requirements

As appropriate.

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

To be completed by the tenderer

## 1. RATIONALE

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

## 2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in Note 3 in Section A of Volume 1 Section 2 - Tender Form, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

## 3. TIMETABLE OF ACTIVITIES

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

## VOLUME 4 - FINANCIAL BID

Global price for Portal for the Voice of the Workers Project as outlined in the Tender Document, Advert Number UHM/001/2013:

| Description                                 | Price inclusive of all taxes but excluding VAT<br>Amount in Euro (€)             | VAT<br>Amount in Euro (€)                                                        | Total inclusive of VAT<br>Amount in Euro (€)                                     |
|---------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Portal for the Voice of the Workers Project | €.....<br>Amount in Words:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | €.....<br>Amount in Words:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | €.....<br>Amount in Words:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... |

The above amount must not be broken down further

## VOLUME 5 - OTHER DOCUMENTS

### Samples

To attach Short video presentation showing the features of the solution being proposed to support the requirements of the tender including samples of three (3) Designs for the Home Page of the portal as specified in the terms of reference

#### List of Samples attached

| No | Name |
|----|------|
| 1. |      |
| 2. |      |
| 3. |      |

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