



MALTA RESOURCES AUTHORITY

Malta Resources Authority
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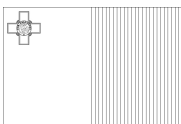
EUROPEAN REGIONAL DEVELOPMENT FUND
MALTA 2007-2013

TENDER FOR INSPECTION SERVICES

REFERENCE: MRA/ENE/56/10

CLOSING DATE: 10.00AM FRIDAY 30 April 2010

**MALTA RESOURCES AUTHORITY
MILLENNIA BUILDINGS
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Operational Programme I – Cohesion Policy 2007-2013
Investing in Competitiveness for a Better Quality of Life
Project part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds
Investing in your future



Tender For Inspection Services

1. Introduction

The Malta Resources Authority intends to engage an inspector through a public call for tenders, to carry out inspection services on the energy efficient projects, mostly related to alternative energy grant schemes.

The inspector shall be required to carry out duties as described further on and as requested by the Authority. Payments will be made for every inspection performed.

The award of this tender shall, for all intents and purposes, not constitute a contract of employment, and the Inspector shall not be deemed nor considered as an employee of the Authority.

2. Duties Required

The services to be provided shall include:

- i. Reporting to professional and technical offices
- ii. Performing site inspections on pre-installation and post-installation of renewable energy technologies
- iii. Preparing reports as may be required for external and internal reporting on the site inspections
- iv. carrying out spot checks with respect to ongoing projects and programmes
- v. performing duties related to compilation of data
- vi. organising and participating in sampling, testing, inspection and auditing in relation to renewable energy and energy efficiency measures and schemes

This is not a complete statement of all duties and responsibilities of this post. The post holder may be required to carry out other duties as directed by a supervising officer, the responsibility level of any duties should not exceed those outlined above

The contact point within the Authority for the service provider will be the Unit for the Energy Efficiency and Renewable Energy Sources, or any other officer as may be designated by the Chief Executive Officer.

An adjudication board set up by the Authority will assess the proposals. The Board may require clarification meetings and interviews with the person submitting the proposal.

3. Inspection Services

The manpower required to carry out these duties assigned through this tender is of one operative. The operative shall be made up of one person i.e. the inspector.

A Tenderer cannot submit an offer for more than one inspector and a Tender can only be awarded to one inspector. The contractual obligations of MRA are with the Inspector only.

4. Qualification Criteria

Persons eligible for consideration to provide the site inspection services must:

- preferably have at least two (2) years practical experience in providing site inspection services; [Experience claimed must be demonstrated by testimonials and/or track record reports.]
- have the ability to communicate fluently in the Maltese and English Languages;
- have the ability to work effectively in coordination with the Authority's staff;
- have good communication skills;
- have personal drive and commitment;
- be proficient in the use of relevant widely available software packages;
- have the ability to grasp the technical issues related to the schemes being implemented.

5. Tender Documentation

Each submission for tender must clearly indicate the details of the individual or contracting company responsible for providing the required services and must be accompanied by a detailed *Curriculum Vitae* of the person/s proposed. The *Curriculum Vitae* must indicate amongst other things both the experience of the inspector in work of similar nature and his/their academic qualifications.

A form entitled "**Details of Service Provider**" is attached with this tender document. Prospective tenderers are requested to complete the form, giving full details of the person being proposed to render the services specified.

6. Tendering Process

Method of submission

Prospective candidates will be selected on the basis of their suitability, based on their curriculum vitae and an interview.

7. Award of Contract

The Authority reserves the right to accept or reject any Tender, even the most advantageous one, and to annul the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderers. In so doing the Employer shall not be liable to give any reason whatsoever.

Subject to Clause 7 the Authority will issue a Letter of Acceptance for a Contract for

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the services detailed in this Tender Document to the tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who will be selected following an interview at the Malta Resources Authority, Marsa.

Upon selection of the most suitable candidate, a contract of service would be issued by the Chief Executive Officer, Malta Resources Authority signed by the chosen candidate and an official representative of the Authority.

8. Insurance, equipment and Materials

The Inspector shall provide his own vehicle (including fuel) at his own cost.

The Inspector shall also provide his own equipment not limited to a Laptop, digital camera etc .

Tenderers are requested to send their quotation for the services required including equipment and materials.

Inspectors are to obtain insurance cover for third party liability.

9. Working Hours

The Authority requires that the duties requested are performed as requested by the Malta Resources Authority.

10. Standard of Work and Warranties

All the duties carried out by the Inspector shall be performed diligently, in a good competent manner and to high standards of professional competence. This Contract shall be terminated or suspended if the Inspector does not carry out the requested duties to the standards and practices stipulated by the Authority.

If the Authority notices that a job was not done to its satisfaction, the inspector shall be requested to rectify at no extra payment, and within the time-limits and upon those instructions as shall be given by the Authority.

Successful applicants will be required to sign a declaration of confidentiality.

11. Duration and Termination of Contract.

An inspector who qualifies and is selected shall enter in a definite contract for one year. Unsatisfactory performance during the contract period will lead to termination of the contract.

12. Payment for Jobs

Payment shall be on an hourly basis and shall be paid every four weeks. The selected inspector will have to submit an invoice and a fiscal receipt for payments to be effected.

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13. Subcontracting

The Inspector shall not be entitled to subcontract the whole or any part of the obligations arising out of this Contract.

14. Waiver

No assent, express or implied, by the Authority, to any breach or default of the Inspector, shall be deemed to constitute a waiver or assent to any subsequent breach or default of the same or other term or condition of the Agreement.

15. Arbitration

This Contract shall be governed by and interpreted in accordance with the Laws of Malta. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force.

Any reference in the attached General Conditions to other arbitration procedures shall not apply.

16. Declaration of Conformity

Tenderers are required to declare whether their offer is fully compliant or otherwise with the published specifications and conditions as laid out in this document. Any deviations are to be pointed out and listed in the appropriate form attached.

17. Selection

Interested persons are requested to send a detailed CV, a photocopy of qualifications and article 419 declaration by not later than 10.00am on 30 April 2010, marked "Private and Confidential" addressed to the Chief Executive Officer, Malta Resources Authority, Millennia, 2nd Floor, Aldo Moro Street, Marsa, MRS 9065. Proposals can be submitted by e-mail to ceo@mra.org.mt, by hand or by post.

18. General Conditions

Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.

Applicants shall quote their VAT Registration Number in the appropriate space provided in the Details of Bidder. Moreover, prospective bidders shall be bound to conform in all respects to the VAT legislation and regulations.

In case of companies, bidders are required to give details of the inspector who will be engaged for this work.

The contractor, whether as an individual or as a Company, shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424) and to all regulations/legal notice that form part of this Act; as well as any other national legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding health-and-safety issues, as they apply for the inspector's particular operating situation and nature of work activities.

Tenderers shall promptly notify the Employer of any ambiguity in or discrepancy between any of the Tender Document, which they may discover upon examination of the Tender Document.

Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request to the Malta Resources Authority, Marsa, using fax number 22955200, at least five (5) days prior to the closing date of receipt of Tenders. Any request after this date will not be accepted.

Any interpretations, corrections or changes to the Tender Documents by the Employer will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.

Addenda will be faxed or emailed to the Tenderers.

No addenda will be issued later than four (4) days prior to the closing date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.

Tenderers shall ascertain, prior to submitting their Tender that they have received all addenda issued and shall acknowledge their receipt in their Tender.

The information collected on the Details of Tenderer form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organisation, and will not be disclosed or copied without bidder's consent to anyone outside the Malta Resources Authority unless permitted by the law .

The Authority shall have the right to terminate this contract if the inspector fails to carry out the required services satisfactorily or for any other breach of contract by issuing an official letter to this effect. The contract would be considered terminated as from the date of the issue of such a letter.

**Malta Resources Authority
Resources Efficiency Section, Marsa**

Details of Service provider

Name of Tenderer
(in Block letters)

Address

E-mail Address

Tel. № /s.

Fax № /s.

Mobile № /s.

VAT Registration №.

Signature

Date

I. D. Card №.

Article 49 Declaration

**STATEMENT ON EXCLUDING CIRCUMSTANCES OF ARTICLE 49 OF PUBLIC
CONTRACTS REGULATIONS 2005.**

**This declaration, duly completed, must be submitted by all tenderers and returned with the
tender submission.**

Name of Tenderer: _____

Address: _____

**Please tick Yes or No as appropriate to the following statements relating to the current
status of your organization:**

1. The tenderer is bankrupt or is being wound up; or whose affairs are being administered by the court, who has entered into arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national law and regulations.

[YES] [NO]

2. The tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court for an arrangement with creditors or of any other similar proceedings under national laws or regulations.

[YES] [NO]

3. The tenderer has been convicted of an offence concerning professional conduct by a judgment which had the force of *res judicata* in accordance with the laws of Malta.

[YES] [NO]

4. The tenderer has been declared guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate.

[YES] [NO]

5. The tenderer has not fulfilled the obligations relating to the payment of social security contributions in accordance with the law of Malta or the country in which he is established.

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[YES] [NO]

6. The tenderer has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is established.

[YES] [NO]

7. The tenderer is guilty of serious misrepresentation in supplying the information required under these regulations or has not supplied such information.

[YES] [NO]

8. The tenderer is the subject of conviction by final judgment for one or more reasons listed below:

- (a) participation in a criminal organization, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
- (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;
- (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.

[YES] [NO]

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

Tenderers who have been guilty of making false declarations will incur financial penalties representing 10% of the total value of the contract being awarded. The rate may increase to 20% in the event of a repeat offence within five years of the first infringement.

SIGNATURE: _____

DATE: _____

NAME: _____

TEL: _____