

REFERENCE NUMBER: GDA01/2018

**PROVISION OF
EXTERNAL EXPERTISE FOR THE PROJECT
ENERJ - JOINT ACTIONS FOR ENERGY EFFICIENCY:
ENERJ WEB PLATFORM CONSULTANCY AND
FURTHER DEVELOPMENT**

Date Published: 29th May 2018

Deadline for Submission: 12th June 2018

at 09:30am
CET/CEST

Tender Opening: 12th June 2018

at 10:00am
CET/CEST

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from www.gozoregion.eu

Gozo Development Agency

Gozo Regional Office, 10th June 1887 Street, Victoria VCT 1017, Gozo, Malta



INTERREG MED PROGRAMME 2014-2020
Project part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds



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SECTION 1 - INSTRUCTIONS TO TENDERERS

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 Gozo Development Agency, 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/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: 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.

- 1.2 The subject of this tender is Provision of External expertise for the project ENERJ - Joint Actions for Energy Efficiency: ENERJ web platform consultancy and further development.
- 1.3 The place of acceptance of the services shall be the Gozo Development Agency, Gozo, Malta; the time-limits for the execution of the contract shall be [As per Article 18 of the Special Conditions], and the INCOTERM²⁰¹⁰ applicable shall be Delivery Duty Paid (DDP).
- 1.4 This is a global price for service contracts
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is the Gozo Development Agency.

2. Timetable

	DATE	TIME
Workshop (Refer to Clause 6.2)	Refer to 6.2	-
Deadline for request for any additional information from the Contracting Authority: Clarifications to be sent to gda.grc@gmail.com	[06.06.2018]	[10.00]
Last date on which additional information can be issued by the Contracting Authority. Clarifications will be available on www.gozoregion.eu	[07.06.2018]	[10.00]
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	[12.06.2018]	[9.30]
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	[12.06.2018]	[10.00]
* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable		

3. Lots

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

4. Variant Solutions

- 4.1 Variant solutions cannot be applied for departmental tenders.

5. Financing

- 5.1 The project is co-financed (85%) by the European Union, in accordance with the rules of the Interreg Mediterranean MED 2014-2020 Programme, and from local budget funds (15%).
- 5.2 The maximum budget allocated to this service amounts to €40,000, inclusive of VAT.

6. Clarification Meeting/Site Visit/Workshop

- 6.1 No clarification meeting/site visit is planned.

7. Selection and Award Requirements

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

(A) Eligibility Criteria

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering.

- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators in Tender Response Format.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. ^(Note 2)
- (iv) Power of Attorney (if applicable). ^(Note 2)
- (v) Data on Joint Venture/Consortium (if applicable). ^(Note 2)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format. ^(Note 2)

- (i) Declaration concerning exclusion grounds (as per tender structure)
- (ii) Declaration concerning Selection Criteria (if any)
- (iii) Provide data concerning subcontractors and the percentage of works to be subcontracted.

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted on the prescribed Form. ^(Note 3)
- (ii) A list of the key experts and other staff proposed for the execution of the contract as per Form marked Key Experts. ^(Note 2)

The following are the key experts required:

Designation	Qualification and Skills
Engineer/architect	Expert on energy efficiency of public buildings, in particular on energy audits for the public buildings stock.
Engineer/architect	Expert in Geographical Information Systems, on the design and management of databases for territorial planning, particularly focused on energy planning.
Web Platform developer	Expert in web development and in webGIS platforms for planning and managing environmental and energy datasets.

Public employees may be recruited as experts as long as it is ascertained through the attached self-declaration; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 497 of the Laws of Malta (First Schedule Code of Ethics - Article 5).

This self-declaration is to be endorsed by all Key Experts (who are also Public Employees). ^(Note 2)

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, signed

Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) forms during the evaluation stage.

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** ²⁰¹⁰ **(Grand Total)** for the **services** tendered as per prescribed Form [inclusive of spare parts/after-sales services/maintenance/training as applicable]. ^(Note 3)
- (ii) A filled-in **Financial Bid Form**. ^(Note 3)

Notes to Clause 7:

1. *Not applicable for departmental tenders.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectification is free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

8. Tender Guarantee (Bid Bond)

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

9. Presentation of Tenders

Tenders must satisfy the following conditions:

- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.
- (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at Gozo Development Agency, for verification purposes only should the need arise.
- (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of Gozo Development Agency, Gozo Regional Office, 10th June 1887 Street, Victoria VCT 1017, Gozo, 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 number of the lot(s) to which the tender refers;
 - (iv) the name of the tenderer.

10. Criteria for Award

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

Each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid of this tender document (Article 9.3). No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications.

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

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

10.2 The evaluation process

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

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

Tenderers must achieve an average technical score of (60)%**. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

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

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

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

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

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

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

Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

$$\text{Score}_i = \left(\left(\frac{\text{Tech}_i}{\text{Tech}_{\max}} \times W_{\text{Tech}} \right) + \left(\frac{\text{Fin}_{\min}}{\text{Fin}_i} \times W_{\text{Fin}} \right) \right)$$

Where:

- ◆ Tech_i is the technical score of the supplier
- ◆ Tech_{\max} is the maximum technical score achieved amongst all suppliers
- ◆ Fin_{\min} is the minimum financial price offered amongst all suppliers
- ◆ Fin_i is the financial price of the supplier
- ◆ W_{Tech} is the weight of the technical envelope
- ◆ W_{Fin} is the weight of the financial envelope

10.3 Evaluation Grid

Criterion	Maximum Score Possible
1. Rationale	
<ul style="list-style-type: none"> • The Rationale behind the methodology proposed for the implementation of the service. 	10
<ul style="list-style-type: none"> • The actual contractor's proposal as per objectives listed in Section 4 - Technical Specifications/Terms of Reference 	10
<ul style="list-style-type: none"> • CMS System Proposed 	5
<ul style="list-style-type: none"> • GIS (Geographical Information System) Proposed 	10
<ul style="list-style-type: none"> • Additional Functionality and Features Proposed 	5
<ul style="list-style-type: none"> • System Maintenance Proposal post implementation 	5
Total score for Rationale	45
2. Strategy (understanding of the complexity of the site; technical solution, methodology, data/format deliverables, alternative solutions).	
<ul style="list-style-type: none"> • An outline of the approach proposed for contract implementation, including the team working on the project. 	10
<ul style="list-style-type: none"> • A list of proposed activities considered to be necessary to achieve the contract objectives 	10

<ul style="list-style-type: none"> A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract 	5
<ul style="list-style-type: none"> Key Expert 1 Qualification MQF Level 6 in energy efficiency and energy audits - 1 point Qualification MQF Level 7 in energy efficiency and energy audits - 3 points Qualification MQF Level 8 in energy efficiency and energy audits – 5 points	5
<ul style="list-style-type: none"> Key Expert 2 Qualification MQF Level 6 in GIS and energy planning - 1 point Qualification MQF Level 7 in GIS and energy planning - 5 points Qualification MQF Level 8 in GIS and energy planning – 10 points	10
<ul style="list-style-type: none"> Key Expert 3 Qualification MQF Level 5 with proven expertise in the development of webGIS platforms - 1 point Qualification MQF Level 6 with proven expertise in the development of webGIS platforms - 3 points Qualification MQF Level 7 with proven expertise in the development of webGIS platforms - 5 points	5
Total score for Strategy	45
3. Timetable of activities	
<ul style="list-style-type: none"> The timing sequence and duration of the proposed activities, taking into account mobilization time where applicable in the form of a Gantt Chart. 	5
<ul style="list-style-type: none"> The identification and timing of major milestones in execution of the contract including an indication of how the achievements of these would be reflected in any reports/submissions. 	5
Total score for Timetable of Activities	10
Total Score	100

TENDER FORMS

TENDER ORIGINATORS FORM

A – General Details	
Department/Ministry	Gozo Development Agency
Department Reference	GDA01/2018
Tender Description/Title	Provision of External expertise for the project ENERJ - Joint Actions for Energy Efficiency: ENERJ web platform consultancy and further development
Tender Type	Works <input type="checkbox"/> Services <input checked="" type="checkbox"/> Supplies <input type="checkbox"/>
Tender Procedure	Open <input type="checkbox"/> Other (specify) _____
Funding Source (specify)	Gozo Development Agency/Interreg MED
Estimated Value <u>Exc. VAT</u>¹	€
Any estimated potential cost <u>Exc. VAT</u>²	€
Total Estimated Value of Procurement	€
CPV Number/s³	
Completion/Delivery Period	
Project Leader/Manager	

B – Tender Documents		
Officers that prepared:	Name	Grade/Position
Instructions to Tenderers		
Special Conditions of Contract		
Specifications/Terms of Ref.		
Estimate/Bill of Quantities		
Tender Drawings/Plans⁴		

C – Lots (if applicable)		
Lot Description	Estimated Value <u>Exc. VAT</u>	CPV Number/s (12345678-9)
1.	€	
2.	€	
3.	€	
4.	€	
(... etc.)		

¹ If the tender is divided into lots, please fill in **Section C**.

² As per Article 28 (1) of the Public Procurement Regulations - *The calculation of the estimated value of a procurement procedure shall be based on the total amount payable, net of VAT, as estimated by the contracting authority, including any form of option and any renewals of the contracts as explicitly set out in the procurement documents.*

³ CPVs are mandatory. A searchable list is available from <http://contracts.gov.mt/en/Resources/Pages/CPVs.aspx>.

⁴ If the tender documentation includes drawings/plans, please fill in **Section D**.

D – Drawings (if applicable)	
Reference Number	Description
1.	
2.	
3.	
4.	
(... etc.)	

E – Green Public Procurement	
Questions	Answers (cross out those not applicable)
1. Does this call for tenders include the procurement of paper, IT equipment, textiles, gardening products or services, thermal insulation, wall panels, cleaning products and services? (mandatory criteria)	Yes/No
2. Does this call for tenders include, transport, furniture, food and catering services, electricity, construction, mobile phones, combined heat and power, hard floor coverings, windows, glazed doors and skylights, street lighting and traffic signals, road construction and traffic signs? (non- mandatory criteria)	Yes/No
3. If the answer to question 1 is yes, have the tender specifications been drawn up on the basis of the GPP criteria and guidance available for download from www.gpp.gov.mt ?	Yes/No
4. If the answer to question 2 is yes, have the tender specifications been drawn up on the basis of the GPP criteria and guidance available for download from www.gpp.gov.mt ?	Yes/No

A copy of all **tender documents** including **tender estimates** and **one complete set of drawings**, are attached herewith.

Date

(signed)
Project Leader/Manager

(signed)
Head of Department

TENDERER'S TECHNICAL OFFER (ORGANISATION & METHODOLOGY)

The following are the key components to the Technical proposal and thus each section below is to be tailored by the Contracting Authority to the specific requirements of the tender and in particular should reflect what is requested in the Terms of Reference.

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.

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

1. RATIONALE

- The rationale behind the methodology proposed for the implementation of the service
- The actual contractor's proposal as per objectives listed in Section 4 - Technical Specifications/Terms of Reference
- Content Management System (CMS) Proposed
- GIS (Geographical Information System Proposed)
- Additional Functionality and Features Proposed
- System Maintenance Proposal Post implementation

2. STRATEGY

- An outline of the approach proposed for contract implementation, including the team working on the project.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- Profile of Key Expert 1
- Profile of Key Expert 2
- Profile of Key Expert 3

3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account the given timeframes.
- 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.

FINANCIAL BID

(GLOBAL PRICE CONTRACTS)

N.B. - Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.

Global price for Global Price for 'Provision of External expertise for the project ENERJ - Joint Actions for Energy Efficiency: ENERJ web platform consultancy and further development' as outlined in the Tender Document Reference Number GDA01/2018:

Item	Description of Service	Price inclusive of all taxes but excluding VAT Amount in Euro (€)	VAT Amount in Euro (€)	Total inclusive of VAT Amount in Euro (€)
A				
B				
C				
D				
	GRAND TOTAL			

DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

Signature

Name of Company

DATA ON JOINT VENTURE/CONSORTIUM (where applicable)

1	Name
2	Managing Board's Contact Details	Address: Telephone: Fax: Email:
3	Agency in the state of the Contracting Authority, if any (in the case of a Joint Venture/Consortium with a foreign lead partner)	Address: Telephone: Fax: Email:
4	Names of Partners	(i) (ii) (iii) (iv)
5	Name of Lead Partner
6	Agreement governing the formation of the Joint Venture/Consortium (Enclose Joint Venture/ Consortium Agreement)	
	Place of Signature:	Date of Signature:

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

Date:

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 (as per specimen) during evaluation stage, or as otherwise indicated by Contracting Authority.

Key Expert	Name of Expert	Nationality	Age	Experience	Educational Background	Languages and Degree of Fluency (VG; G; W)

MINIMUM HOURLY WORKERS' COST

I/We, the undersigned, hereby declared that in the case of public contract award:

1. 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/We are aware of, and shall abide with, the Circulars and Guidelines issued by the Department of Contracts, which are available under the Resources Section of www.etenders.gov.mt.

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

Signature

Role

Date

POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.1) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

Signature:

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

Date:

SELECTION CRITERIA DECLARATION FORM (if applicable)

Suitability		Answer
Please provide details of the proportion (i.e. percentage) of the contract that you intend to subcontract:	[text]	

The undersigned formally declare that the information stated in this declaration is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where the contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge. On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.

The undersigned formally gives consent to the **Gozo Development Agency**, in gaining access to documents supporting the information which has been provided in this declaration for the purposes of this tendering procedure.

Name: []

Position: []

Date: []

Place: []

DECLARATION FORM

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

PUBLICATION REF: _____

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

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

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

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

Furthermore, I confirm that I shall also abide by the provisions laid down in Article 21 - Ethics Clauses of the General Rules Governing Tendering version 2.1.

Name of Key Expert:

Signature:

Date:

STATEMENT ON EXCLUSIVITY AND AVAILABILITY

TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED

PUBLICATION REF: _____

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

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

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

Furthermore, should this tenderer 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:

Name of Tenderer:

Date:

SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part IX of the Public Procurement Regulations

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

270. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

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

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

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

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

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

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

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

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

SECTION 3 - SPECIAL CONDITIONS

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

Article 1: Notices and Written Communications

- 1.1 Any communication during the tendering period is to be made through the email gda.grc@gmail.com.

Article 2: Supply of Information

- 2.1 As per General Conditions.

Article 3: Assistance with Local Regulations

- 3.1 As per General Conditions.

Article 4: Medical, Insurance and Security Arrangements

- 4.1 As per General Conditions.

Article 5: Intellectual and Industrial Property Rights

- 5.1 All reports and data such as artworks, visuals, photographs, videos, graphics, write-ups, editorial content, plans, statistics and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.
- 5.2 The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

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

Article 6: Scope of the Services

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

Article 7: Personnel and Equipment

- 7.1 As per General Conditions.

Article 8: Execution of the Contract

- 8.1 The Contract will start seven (7) calendar days from the date of the last signature on the contract and the execution of the contract shall be twenty-four (24) weeks.
- 8.2 The Maintenance up to a maximum of 100 (One Hundred) Hours and Hosting of the ENERJ web platform for a Period of five (5) years - is expected to start from the date of issue of the Final Acceptance Certificate. The Contracting Authority reserves the right to cancel either/both the maintenance or hosting agreement by means of a formal written pre-advanced notification of 60 calendar days and accordingly transfer the developed platform to another provider as applicable. The outlined 100 (one hundred) hours are an estimate and should not be taken as a commitment on behalf the Contracting Authority. The contractor will be paid for the hours worked upon the provision of the respective approved timesheets.

Article 9: Delays in Execution

- 9.1 Delays in the execution of this contract will lead to a daily penalty of €100 (one hundred euro) including non-working days up to 30% of the contract value.

Article 10: Amendment of the Contract

- 10.1 As per General Conditions.

Article 11: Payments and Interest on Late Payment

- 11.1 This is a global based contract. The Contracting Authority will make payments to the Contractor after receiving the relevant invoice and within 30 days of the approval of the work carried out by the Contractor. Such approval or rejection may not be delayed by more than 30 days.

Article 12: Revision of Prices

- 12.1 As per General Conditions

Article 13: Breach of Contract

- 13.1 As per General Conditions.

SECTION 4 - TECHNICAL SPECIFICATIONS/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

Not applicable

1.3 - Contracting Authority

Gozo Development Agency
Gozo Regional Committee
10th June 1887 Street
VCT1020, Ir-Rabat
Għawdex

1.4 - Relevant Country Background

The law setting up the Gozo Regional Committee was enacted in 2011. Since then, the Region started to participate in EU-funded projects, namely under ERDF (343 - Retrofitting road and street lighting by smart lighting) and Leader (Smart Promotion of the Rural Heritage of Gozo). However, the 14 Local Councils that make up the Regional Committee have individually taken part in several EU projects.

The Region has set up a foundation called the Gozo Development Agency (GDA) to learn from the experiences of other European regions and to reap the benefits from its participation in territorial cooperation and other projects under the new programming period.

The region of Gozo seeks to operate a shift towards low-carbon strategies with the aim to achieve of the status of “eco-island” by 2020. The GDA strives to foster and implement actions that target the energy efficiency in public spaces and buildings in all the 14 Local Councils.

Through the project ENERJ - Joint Actions for Energy Efficiency, the Gozo Development Agency and the 14 local entities which are part of the Gozo Regional Committee, will be able to build a Cooperation Network in order to build awareness, learn from the project partners and use the instruments developed to design strategies for joint actions that can be shared and implemented in the territory.

Thanks to its participation in the project, the Gozo Development Agency will aim to transfer the best practices and support advisory activities among municipalities (including the ones already signatories of the Covenant of Mayors [CoM]). The GDA will share the project’s results with all involved stakeholder in order to develop strategies and local methodologies/tools for the joint implementation of Sustainable Energy Action Plans (SEAPs) and other energy plans.

1.5 - Current State of Affairs in the Relevant Sector

Common Territorial Challenges

Since the adoption in 2008 of the EU Climate and Energy Package, the European Commission made significant efforts to promote energy efficiency and RES development in Member States (see Directives 2009/28/CE, 2010/31/UE, and 2012/27/EU) and to support local authorities in the implementation of sustainable energy policies, mainly through the Covenant of Mayors (CoM). Within the CoM framework, more than 4700 municipalities have presented a Sustainable Energy Action Plan (SEAP), testing measures to promote energy efficiency.

Nevertheless, there is strong evidence from the monitoring process ongoing since 2014 that the progress in implementing actions (particularly those referring to energy efficiency) is much slower than was foreseen. From an initial analysis of the current situation, four are the main common factors that have influenced the lack of effectiveness in the implementation of SEAPs.

- The first one is a general inadequacy of the proposed measures to take into account the specific territorial context. SEAPs are often too generic (not integrated into each city's specific features), based on incomplete data and not always integrated into existing local energy policies and plans.
- Secondly there is a general lack of “critical threshold”, public awareness and qualified human resources at a governance level.
- Thirdly, the scarce funding opportunities, the lack of a multisectoral integrated approach and a scarce involvement of the private sector have been obstacles in making financial strategies work.
- Another common obstacle has been the incomplete, unshared, scattered or asymmetric information regarding energy efficiency performance of the building stock at the regional level.

These are the main challenges that ENERJ seeks to tackle by offering different forms of support to local authorities and stakeholders in order to facilitate the implementation of ad-hoc measures and target tangible results in energy efficiency for public buildings.

Brief Overview of the Project

Gozo Development Agency (GDA) is one of the partners in the MED ENERJ - Joint Actions for Energy Efficiency, funded through the Interreg MED programme.

ENERJ draws on challenges faced by partners in implementing and monitoring Energy Efficiency measures, projects, plans and policies at local level. Common factors that hinder the effectiveness of Energy Efficiency actions are linked to scarce policy integration, inadequacy of qualified human resources, ineffective financial strategies, untailored measures and incomplete information about Energy Efficiency performance of the public building stock. ENERJ increases and improves the efficacy of Energy Efficiency measures for public buildings by using innovative collaborative instruments to gather useful data, fostering cooperation among local authorities on wide-scale Joint actions, promoting public-private ventures.

The main outputs of the project will be:

- integrated large-scale Joint Actions for Energy Efficiency, able to achieve economies of scale, significant impacts on energy consumptions and emissions, catalyze a wider range of investments and leverage Structural Funds through the ROPs;
- ENERJ web platform implementation, a geo-database of the Energy Efficiency measures adopted by the municipalities within SEAPs or other local energy plans;
- Enhancement of public and private stakeholders skills and delineation of the Joint Actions Coordinator to assess, define, adopt, implement and monitor Energy Efficiency actions and plans.

The innovative approach of ENERJ lies in working collectively to propose exchange of experience and cooperation on joint projects, with the final aim to improve the operational aspects of the Energy Efficiency policies and programmes implementation in the Med area.

Project Partners

The partnership will include the following bodies:

- ANATOLIKI - Development agency of eastern Thessaloniki's local authorities - center for the development of human resources and the support of local economy
- GDA - GRC - Gozo Development Agency - Gozo Regional Committee
- GOLEA - Goriška local energy agency, Nova Gorica
- AREANATEjo - Regional Energy and Environment Agency from North Alentejo
- CAI - Climate Alliance Italy
- FAMP - Andalusian Federation of Towns and Provinces
- IRENA - Istrian Regional Energy Agency Ltd
- CEA - Cyprus Energy Agency.

Project Approach

The project's approach is based on the belief that in order to achieve tangible effects in relation to EE in public building stock, policies and actions need to be coordinated and tailored to the territorial needs. A collaborative approach in sharing experiences and data will allow the reduction of the implementation gap and consequently foster a more effective use of the available funding opportunities.

It is a peculiarity of many territories in the MED area to have to deal with scattered small size Municipalities that often lack the necessary technical expertise and organizational capacity to implement large EE projects. Thus, the project will support public bodies in the identification of specific achievable targets in EE through the coordination of Joint actions amongst Municipalities, countries and territories in a multi-level governance approach. To do so, the project will develop tools and provide services that aim at creating awareness as to the added value of Joint Actions, simplifying the decision-making and implementation process of energy-related pilot actions and plans.

In order to promote the Joint Actions, ENERJ will introduce the role of the Joint Action coordinator, with the qualifications of an energy manager. The coordinator will provide technical support and advisory services to the project's partners in order to target common pilot actions and goals. The project will also make use of the latest technologies to develop the ENERJ platform with the aim to define at local level the Joint Actions, offering easy access to the database of the actions of each municipality, to SEAPs and other energy plans. The platform will also offer resources to the project's coordinator on all steps in the SEAP process and other energy plans-from starting up to monitoring- including guidance on financing and stakeholder involvement. One excellent resource that will help in building up the database is A+CoM, prize for the best Italian SEAPs (see Climate Alliance).

Transnational Dimension

The consortium was developed with a well balanced territorial coverage in mind and to involve MED regions with different experiences in energy policies, but at the same time comparable difficulties with their implementation. The partners will work both separately and jointly (and with the collaboration of regional stakeholders) to analyze their regional backgrounds in the field of energy policies, identify, share and transfer good practices, and define pilot actions to improve the performance of sustainable energy policies in their territories. Transnational cooperation will be a key factor in the achievement of a better implementation of sustainable energy policies, the main aim of ENERJ proposal. Thanks to the sharing of best practices and policy learning on the project's issues at transnational level, project partners and local stakeholders will be able to:

- i) investigate how the different involved regions deal with the operational aspects of the implementation of energy efficiency actions, and assess the differences in the progress of energy efficiency policies
- ii) find out the criticalities and the problems encountered and explore possible solutions and their transferability in other territories.
- iii) gain knowledge and insight to improve capacities of managing authorities involved and plan for specific financial support through innovative financial schemes. The transnational cooperation presumably will show that the above mentioned problems are EU-wide.

The developed tools and methodology will allow partners and local governments to interact and know how the different involved regions deal with operational aspects of the implementation of energy efficiency actions. At long term, the platform will enable to share and transfer best practices not only among the project's partners, but also in a wider EU territorial context.

Expected Results

1. Increased number of implemented EE actions and plans, coordinated at district or region level:

ENERJ seeks to increase and improve the effectiveness of EE measures for energy performance in the public building stock by promoting a collaborative, innovative and technologically oriented approach in the definition and deployment of energy-related projects. In order to achieve a more effective implementation of energy actions and plans, the project will foster the collaboration among local authorities and municipalities.

Through the introduction of the role of the Coordinator and the creation of an on-line platform, the project will enhance collaboration and achieve common and tailored SEAPs actions. Having experience in energy management, the Coordinator will help local authorities in targeting energy actions to be jointly implemented on the territory.

On the other hand, the on-line platform will be used as a database to search and gather relevant information about SEAPs, energy plans and EE measures successfully implemented in EU and MED countries. The platform aims to bridge the activity of the Coordinator with the one of Municipalities, facilitating the organization of useful information about existing SEAPs and target energy-related initiatives.

The collaborative platform and the role of the coordinator are the two main strategies to achieve the defined results since they will produce tangible benefits in the management of EE measures in public buildings through strengthening knowledge and support the authorities in the decision making and managing process.

2. More significant reduction of energy consumption and GHG emissions due to the Joint Actions:

The defined result will be achieved through a stronger focus on cost-effective structural interventions, which are able to embrace a wider geographical scale (district-level / joint SEAPs), and a more active involvement of citizens and local businesses. The instruments and strategies developed by the project are designed to accomplish this goal and boost the effectiveness of the implementation phase.

Through collaborative tools, advisory and capacity building activities, the project will help the public actors and policy makers to address and manage actions and produce real and tangible effects on the reduction of energy consumption in public buildings and GHG emissions. In order to do so, the figure of the Coordinator and the online data base

(containing best practices, successful study cases, etc.) will be crucial to target joint territorial strategies.

The platform also aims to be a “meeting place” of local stakeholder that is potentially involved in the actions and projects, enabling to foster opportunities for public and private cooperation (private investments, public tenders and introduction of new financial model for energy refurbishment, such as ESCO). Thanks to this approach, the project expects to optimize the application of energy plans and adapted measures for public buildings that will consequently bring to reach the expected energy performance targets and the overall reduction of GHG emissions.

3. More effective implementation of policy instruments and improvement of access to funding methods through public-private joint ventures:

ENERJ project aims at improving the effectiveness of energy-related policy instruments and plans (national energy plans and SEAPs) by studying and promoting new financial mechanism (EPC, green taxation, public-private joint ventures, etc.) for EE measures for the public building stock. The defined result will be achieved mainly through activities that are addressed to local authorities and are focused on: raise awareness, capacity building, coordination in management of joint actions, integration of innovative financial schemes, advisory on drafting of plans and joint actions.

Thanks to the activity of the Joint Actions Coordinator promoted by the project, the municipalities will be supported in the definition and coordination of integrated joint EE interventions on public building stock. Besides this, it will be also studied how these interventions can be backed through innovative forms of financing, such as public-private joint ventures, which can boost the energy upgrading process.

As an additional support to this, the project’s online database and platform will help in the decision making and guidance at governance level. The platform contains a collection of good practices, energy plans and policies, guidance on new financial mechanism and will allow a better visibility of the investment financing opportunities for private stakeholders (tenders, EPC, etc.), thus strengthening the collaboration with private companies that are willing to invest in this sector.

1.6 - Related Programmes and Donor Activities

The participation in the project is fully compliant with the Gozo region’s experience and activities, many of which already imply the energy retrofitting of public spaces and rural heritage. Being composed by small size rural municipalities, the region seeks to promote energy efficiency plans with integrated wide scale joint actions and projects.

The project’s starting point is based on the EU initiative CoM and further EU projects developed in recent years (mainly within the IEE programme and Horizon 2020 projects) focused on improving the capacities of local administrations to deal with energy efficiency (REFURB, ELIH-Med, multEE, BUILD UPON, FESTA), SEAPs design (e.g. NET-COM, LEAP, Energy for Mayors, Covenant capaCITY, SEAP-PLUS, ENNEREG, etc.) and financial strategies (CITYinvest, LP Climate alliance Europe). These projects contributed to the implementation of the energy efficiency strategies initiatives by supporting and coordinating municipalities to work jointly in the elaboration of energy plans and engage in local climate actions.

Two other key initiatives that present a strong synergy with the current proposal are the EU projects Data4Action and Republic MED. The first created data exchange models for

sustainable energy planning and inspired the project in the development of the collaborative online platform, where there will be collected useful information and data on energy efficiency measures and policies successfully implemented in other MED or EU countries. Republic MED proposed a joint methodology for efficient building energy retrofitting methods and the outcomes and studies will be reused and reviewed by the project to define a EE retrofit measures inventories for public building in the MED area.

In addition, members of ENERJ consortium participated in past and ongoing EU projects such as NET-COM, MARIE, ZeroCO(2), CITYinvest and ElihMED, and will use the outputs of these projects to develop innovative forms of networking and public-private partnerships as well as testing new financial models for energy refurbishment. Finally, the project will benefit from the results of further related EU project that have studied training and learning methodologies (Covenant capacity and Energy for Mayors) that can be used to support the training and capacity building of the Joint Actions Coordinator.

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:

- The project's main objective is to enhance and improve the coordination and performance of SEAPs and other Energy plans in order to achieve the EU and national targets on Energy Efficiency in public buildings.
- In this sense, the project will develop and test a collaborative and technologically oriented methodology that seeks to increase the collaboration amongst public authorities for the definition of energy-related Joint Actions.
- Through the sharing of tools, data on SEAP and good practices at local and transnational level, the project will target the reduction of the implementation gap and foster a more effective energy management of the public building stock.
- ENERJ will promote strategies and instruments to support the PA in the optimization of the planning process of sustainable energy measures tackling a more effective use of the available funding opportunities and the implementation of the CoM prescriptions.
- The project's methodology is based on a local and transnational collaborative approach that will enable to plan large-scale and Joint Actions of energy-related plans.
- In order to do so, the project will set up and test the figure of the Joint Actions Coordinator, which will liaise with authorities at local or district level.
- The coordinator will be the responsible of the design of supra-municipal interventions, will handle the request for EU structural funds and trigger the involvement of ESCOs and other private stakeholders.

2.2 - Specific Objectives

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

- Contributing to ENERJ web platform implementation

2.3 - Results to be achieved by the Consultant

Work Package 3 - Testing

1. ENERJ platform implemented including
 - a. A content management system, accessible through controlled and monitored access providing different levels of access rights.
 - b. WebGIS platform Concept Design and development.
 - c. Contact Us Form
 - d. Statistical Tools

2. Geodatabase

System needs to be segmented in the following initial sections:

- Energy characteristics of buildings. The exact fields will be communicated according to the project's needs, however they will be included indicatively in the following groups of information:
 1. General data (such as address, type of building, year of construction)
 2. Geometric data (such as surface, volume, number of floors)
 3. Technical data (such as type of structure, type of windows, type of heating)
 4. Data on actual consumptions

- Measures included in the municipalities' Sustainable Energy Action Plans (Covenant of Mayors), concerning actions on buildings. The exact fields will be communicated according to the project's needs, however they will concern indicatively the following types of information:
 1. Municipality
 2. Type and number of buildings included in the measure
 3. Type of intervention
 4. Energy consumption reduction goal
 5. Current state of implementation of the measure
 6. Expected costs

The backend should allow for further sections and categories to be added.

3. Integrated Information System functionalities:

- Show on the map the geo location of each datum. Upon clicking on a datum, system should show the above details.

 - System to be able to return statistical data upon personalized queries.
4. Compatibility. The design should be responsive and mobile/tablet device compliant.

 5. The successful tenderer will be responsible to provide the hosting for the site. Bidders are to provide hosting services which guarantee a 99.5% uptime, as well as include within their bid details of security, backup, redundancy measures and disaster recovery and emergency procedures. The minimum hosting space provided shall be of 5 GB (Gigabyte), with at least an annual bandwidth usage of 100 GB (Gigabyte). The contractor should also provide at least two (2) email addresses of a mailbox of at least 300 MB (Megabytes) each. The site's domain name will be owned and managed by the Contracting Authority.

 6. Bidders will be expected to provide adequate training to the Contracting Authority's identified key personnel in the use of the CMS and tools developed by the Contractor. This shall include the provision of detailed manuals in English for easy reference should the need arise.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- The bidder/s must be ready to provide the necessary services soon after signature of contract within the stipulated timeline from the signature of the contract, as further amplified in Section 4 - Scope of Work hereunder.
- The bidder/s should be fully competent to provide the requested services and should be readily available to work in the periods detailed in Section 4 - Scope of Work - hereunder.

3.2 - Risks

There are no anticipated risks in the provision of the above mentioned services apart from the fact that the Gozo Development Agency will be working on a very tight schedule to perform the required services. Any other risks should be indicated by the tenderer.

4. Scope of the Work

4.1 - General

4.1.1 Project Description

The contract will cover services under Work Package 3 - Testing.

Work Package 3 - Testing

The Testing WP will accomplish the following:

- Definition of a common methodology for testing Joint Actions,
- Context Analysis,
- Joint Actions Implementation,
- ENERJ web platform implementation,
- Training course for public employees and energy managers.

4.1.2 Geographical Area to be covered

The geographical area covered will be Gozo.

4.1.3 Target Groups

- **Other:**
 - Sector agencies: Local or Regional energy agencies;
 - Energy managers, coming from the municipalities or from the regional Energy agencies.
- **General public:** Citizens reached by communication activities.
- **Interest groups:** including NGOs, Environmental associations and other NGOs.
- **International organisation, EEIG:** International organisation involved in the networking activities.
- **Local public authorities:** Municipality departments dealing with energy efficiency policies and interventions.
- **SMEs and other enterprises:** ESCOs, commercial or non-profit business providing energy solutions and banks and financial institutions, involved in identifying bankability criteria of Joint Actions and adequate financial solutions.
- **Regional public authorities:** The regional public authorities will facilitate the implementation of regional development policies addressing the issue of “low carbon economy” or of saving money.

4.2 - Specific Activities

Work Package 3 - Testing

The WP aims at testing the focused strategies and actions in order to improve the management and the effectiveness of the Joint Actions for Energy Efficiency in the public buildings sector. The activities start with the definition of a common methodology for testing, focusing on the target areas proposed by the project partners. The final aim is to select the solutions of the “Joint SEAP” of the Covenant of Mayors or other active instruments that could be transferred to define a tailored tool for the Joint Actions management.

All partners will be involved in the activities, while the lead partner will be in charge for the WP coordination. The Steering Committee will be specifically in charge of coordinating the activity 1 (Coordinating the WP), while in the consecutive two activities each partner will constitute (within its own staff) a management board, which will coordinate the context analysis (Activity 2) and Joint-Actions implementation activities (Activity 3). This core of people will be in charge of selecting and coordinating the stakeholder involved in the implementation of the Joint Actions, as well as the economic operators to be engaged in the process.

As part of the project, the Gozo Development Agency will be responsible for the implementation of the web platform and will be involved in other different activities.

The assignment will be related to the WP3 - Testing.

WP3		
Act. 3.1	Definition of a common methodology	3.1 Definition of a common methodology
Act. 3.2	Context analysis	3.2.1. Analysis of EE plans and measures for public building stock
		3.2.2. Energy analysis of the public buildings in the target area (district)
		3.2.3. Analysis of the financing tools for EE projects
Act. 3.3	Joint-actions implementation (pilot activity)	3.3.1 Joint Actions coordination and involvement of local stakeholders
		3.3.2 Joint Actions implementation
		3.3.3 Identifying the most appropriate financing tools
Act. 3.4	ENERJ platform implementation	3.4 ENERJ platform implementation
Act 3.5	Energy manager training	3.5. Training course for public employees and energy managers.

Under this WP the contractor will provide the following activities and deliverables:

Activity 3.4 - ENERJ platform implementation:- Technical assistance for ENERJ web platform maintenance.

ENERJ web platform will help to define the “Joint Actions” at district level, offering easy access to the database of the Energy Efficiency actions adopted, SEAPs and other energy plans.

The platform will be organized as a geo-database of the Energy Efficiency measures adopted within the Sustainable Energy Action Plans or other local energy plans.

The web platform will offer to the “Joint Actions coordinators” a useful tool for the development of scenarios and the assessment of the impact of the implemented “Joint actions”.

The web platform will therefore also be a suitable tool to evaluate the effectiveness of the “Joint Actions”, and therefore useful to monitor the results of the project.

For the implementation of this activity the successful bidder will realize the systematization of data in geographic format (WEB GIS) and loading them on the project's web platform. The contractor will follow the indications concerning the format of the data and metadata. The loading method will be defined during the project.

L3.4.1 - ENERJ web platform: ENERJ Web platform (beta version) for the local coordination of the Joint Actions for EE interventions in public buildings. The platform will be developed by the partner of Gozo, each partner will customize the platform (data entry).

4.3 - Special Provisions

1. The contractor must observe the latest visibility guidelines concerning acknowledgement of EC financing of the project.
2. It is up to tenderer to prepare their own detailed organisation and methodology and technical proposals such that s/he fulfils the general requirements described in these Terms of Reference.

4.4 - Timeline

As per Special Conditions

4.5 - Project Management

4.5.1 *Responsible Body*

The final beneficiary responsible for managing the service contract is the Gozo Development Agency, Gozo Regional Office, 10th June 1887 Street, Victoria VCT 1017, Gozo, Malta.

4.5.2 *Management Structure*

The law setting up the Gozo Regional Committee was enacted in 2011. Since then, the Region started to participate in EU-funded projects. However, the 14 Local Councils that make up the Regional Committee have individually taken part in several EU projects. The Region has now set up the Gozo Development Agency to learn from the experiences of other European regions and to reap the benefits from its participation in territorial cooperation and other projects under the new programming period.

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

The Gozo Development Agency will not provide any facilities to the contractor for the implementation of the service.

5. Logistics and Timing

5.1 - Location

The operational base of the project shall be the premises of the Gozo Development Agency, Gozo Regional Office, 10th June 1887 Street, Victoria VCT 1017, Gozo, Malta.

5.2 - Commencement Date & Period of Execution

As per Special Condition

6. Requirements

6.1 - Personnel

6.1.1 *Other Experts*

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or 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.

6.1.2 Support Staff and Backstopping

The consultant shall ensure that appropriate support staff shall be engaged during the implementation of the service, and that appropriate backup is available to guarantee a smooth and uninterrupted service provision.

6.2 - Accommodation

Not applicable.

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 Gozo Development Agency as part of this service contract, or transferred to the Gozo Development Agency at the end of this contract.

7. Reports

7.1 - Reporting Requirements

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

7.2 - Submission & approval of progress reports

One copy of the report referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

Specific performance measures have been chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. These shall be mainly qualitative and will consist of judgements and perception derived from subjective analysis by the Gozo Development Agency.

The Gozo Development Agency has the right to appoint suitably qualified persons to evaluate the deliverables and results of the service. The measures considered shall include, but are not exclusive to:

1. Respect of service deadlines as specified in the contract or by agreement between the service provider and the customer.
2. Validity of the service methodology and its implementation.
3. The quality of the reporting

8.2 - Special Requirements

Not applicable

SECTION 5 - SUPPLEMENTARY DOCUMENTATION

5.1 - Draft Contract Form

5.2 - Glossary

5.3 - Specimen Performance Guarantee

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt

5.4 - General Conditions of Contract

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

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

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