



NAF.T02.2026

**Tender for the provision of services of Creative Director for the
Notarial Archives Foundation**

Date Published	<i>18 September 2026</i>	<i>08:00hrs CEST</i>
Deadline for Submission	<i>9 October 2026</i>	<i>13:00hrs CEST</i>
Tender Opening	<i>9 October 2026</i>	<i>13:30hrs CEST</i>

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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 the Notarial Archives Foundation, whatever their own corresponding conditions may be, which they hereby waive. 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.

Prospective Tenderers must submit their response to this tender as indicated in Article 11 of Section 1 (Instructions to Tenderers).

- 1.2** The subject of this tender is the provision of services of a Creative Director for the Notarial Archives Foundation as the operator of the Notarial Registers Archive, within the National Archives of Malta and the Ministry for Culture, Lands, and Local Government.

- 1.3** The place of acceptance of the service shall be within the Notarial Registers Archive, 217 St Paul Street, Valletta, or such other locations as may reasonably be required for the provision of the services. The time-limits for the execution of the Contract shall be thirty-six (36) months from the last date of signature on the Contract, subject to the provisions governing the execution of the Contract, as outlined in Article 18 of Section 2 (Special Conditions).

The Contracting Authority is confirming that it will be procuring at least 80% of the contract value based on the indicative quantities in Section 7 (Financial Bid Form). Service shall be provided on an ‘as and when required basis’ during the maximum thirty-six (36) months contract period and in quantities according to the exigencies of the Contracting Authority.

In the event that the 80% of the contract value has not been exhausted by the end of the maximum thirty-six (36) months period, the Contracting Authority will automatically extend the validity of the contract for a further two (2) additional periods of six (6) months each, under the same terms and conditions, and subject that the maximum contract value is not exceeded, in which case the Contract shall automatically come to an end.

- 1.4** This is a fee-based contract.

- 1.5** This call for tenders is being issued under an open procedure.

- 1.6** The Tenderer will bear all costs associated with the preparation and submission of the tender. The Notarial Archives Foundation will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

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- 1.7 All references to the ‘Contracting Authority’ shall be construed as references to the Notarial Archives Foundation, the beneficiary of this Tender.

2. Time-table

The timetable is as follows:

	DATE	TIME
Deadline for request for additional information from the Notarial Archives Foundation	30 September 2026	13:00hrs CEST
Last date on which additional information can be issued by the Notarial Archives Foundation	6 October 2026	13:00hrs CEST
Deadline for submission of tenders	9 October 2026	13:00hrs CEST
Tender opening session	9 October 2026	13:30hrs CEST
All times Central European Time (CET)/Central European Summer Time (CEST) as applicable		

3. Lots

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

No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the Tender Document.

5. Financing

- 5.1 The beneficiary of the financing is the Notarial Archives Foundation, and all fiscal receipts shall be addressed to the same organisation.
- 5.2 The estimated value for the Call for Tenders is that of **€100,000.00 excluding VAT** for a period of thirty-six (36) months.

Professional Services	Rate	Unit	Indicative project value/quantities	Indicative total sum including taxes/charges, other duties and discounts, <u>but excluding VAT</u> (Delivered Duty Paid - DDP)
Sharjah Exhibition	€	hour	24 hour/week for 12 months	€
Phase 2 Project	€	hour	6 hours/week for 36 months	€

Ad-hoc tasks	€	hour	3 hours/week for 36 months	€
Total				€

IMPORTANT NOTE: The above quantities indicated for are estimates only and do not represent any guaranteed minimum or maximum. These quantities may increase or decrease throughout the framework agreement period based on: (a) actual service demand; (b) the Contracting Authority's operational requirements; (c) available funding and budgetary allocations; (d) other factors affecting demand for services. The Contracting Authority reserves the right to adjust these quantities at any time during the framework agreement without incurring any liability or obligation to maintain specific demand levels.

The Contracting Authority expressly confirms that costs related to any travel outside of Malta that may be required as part of the execution of this Contract will be borne by the same Contracting Authority.

6. Clarification meeting

No clarification meeting/site visit is planned.

7. Selection criteria

In order to be considered eligible for the award of the contract, Tenderers must provide evidence that they meet or exceed certain minimum criteria described hereunder. Where a form or condition is not mandatory and does not apply to the Tenderer, the Tenderer is not required to submit an official 'nil' or 'not applicable' response.

A. Eligibility Criteria

- No Bid Bond is required (Note 1);
- Declare agreement, conformity, and compliance with the provisions of the Statement of Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment (*mandatory*) (See Appendix page 41);
- Power of Attorney, if applicable (See Appendix page 42);
- Information regarding Joint Venture/Consortium, if applicable (Note 2A);

B. Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- Declaration concerning exclusion grounds (*mandatory*) (See Appendix page 43);
- Declaration concerning Selection Criteria (*mandatory*) (See Appendix page 44).

C. Specifications

- Submit the Tenderer's Technical Offer (Section 5) (*mandatory*).
- Submit the following forms and documents:
 - Key Expert/s Form (See Appendix page 45) (*mandatory*);
 - The Statement of Availability Form (See Appendix page 46) (*mandatory*);

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- iii. The Professionals Declaration Form (See Appendix page 47) (if applicable);
- iv. The Public Employees Declaration Form (See Appendix page 48) (if applicable);
- v. CVs (See Note 2) (*mandatory*).
- c. Prove that the Tenderer and/or the Key Experts responsible for the management of the project shall:
 - i. Possess an MQF level 7 degree in Curatorial Studies, Architecture, the Humanities, or equivalent;
 - ii. Be able to communicate in Maltese and English, and be in possession of at least an MQF Level 3 certification in both languages.

Qualifications required are defined with reference to the Malta Qualifications Framework (MQF) or the European Qualifications Framework (EQF) (or equivalent) level descriptors issued through the Malta Qualifications Council.¹

It shall be the 'Tenderers' obligation to ascertain that the qualifications possessed by themselves and/or the Key Experts proposed by them are equivalent to the established MQF/EQF Level prior to tender submission. The Evaluation Committee reserves the right to request the determination of the Malta Qualifications Council (MQC) in checking the equivalency of the qualifications, which shall be final. The Malta Qualifications Recognition Information Centre (MQRIC) is the competent body within the NCFHE that recognises qualifications against the Malta Qualifications Framework (MQF).²

Qualifications that do not meet the minimum requirements in terms of equivalency, or the equivalency of which is dubious or cannot be determined, shall be rejected.

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

D. Financial Offer

- a. The Tender Form (Section 6) is to be completed and submitted with the offer. A separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; (Note 3)
- b. A financial offer is to be submitted by filling in Financial Bid Form (Section 7) for the services tendered, inclusive of participation in follow-up meetings and/or contributing to any reply required by the Contracting Authority or audit body after the conclusion of the project of which the present tender forms part, as applicable (Note 3).

¹ <https://ncfhe.gov.mt/en/Pages/MQF.aspx> (accessed 6 September 2026).

² <https://ncfhe.gov.mt/en/services/Pages/All%20Services/mqric.aspx> (accessed 6 September 2026).

Notes to Clause 5:

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 (5) working days from notification. All Rectifications are free of charge.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification. Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

8. Criteria for award

- 8.1 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 (Section 1, Article 8.3). 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 quality against price on a 70/30 basis respectively. This is done by multiplying:

- The technical scores awarded to the offers by 0.70;
- The financial scores awarded to the offers by 0.30.

8.2 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 (Section 3).

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 (Section 1, Article 8.3). The score given to the criterion/sub-criterion (out of 100) will be multiplied by the weighting indicated against each criterion/sub-criterion.

If thresholds are set for each/any of the criteria/sub-criteria by setting a value out of 100, those offers that do not obtain the set threshold for the individual criterion/sub-criterion will be eliminated.

Tenderers must achieve an average technical score of fifty (50)%. 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. Furthermore, Bidders are to note that apart from the fact that the BPQR criteria, as a whole, carry a minimum requirement of a fifty (50)% average technical score threshold, the individual criteria F to I each carry a specific minimum threshold of fifty (50)% that must be achieved

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by the bidders (i.e. achieve a minimum of 50% of marks assigned to each criteria) in order for their offer to be deemed technically compliant.

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

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

The financial offers for tenders which were not eliminated during the technical evaluation (i.e. those which have achieved an average technical score of fifty (50)% or more and/or those which have achieved the set threshold for individual criterion/sub-criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

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

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

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

8.3 Evaluation grid:

The narrative showing how the Bidder meets each of these criteria shall be provided through the Technical Offer. The Technical Offer shall be prepared as per instructions in Section 5 of this Tender (Tenderer's Technical Offer), and shall include a section for each criterion. Sections and sub-sections indicated are for reference purposes only, and the Bidder shall keep in view that the Terms of Reference apply to each point below.

Criteria/Sub Criteria	Marks	Threshold (%)
1. Rationale		
Criterion A* The Bidder should comment on the objective of the present Tender whilst keeping in view the Terms of Reference (Section 3). The Bidder's narrative should cover at least the following points (<i>weighting per sub-criterion in parenthesis</i>) (<i>mandatory</i>): One's opinion in terms of the Tender rationale in particular of its objectives and expected results (refer in particular to Section 3, Article 2) (5 marks)	10	

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One's assessment of the risks, strengths, weaknesses, opportunities, and threats of the project and possible ways to mitigate these (refer in particular to Section 3, Article 3) (5 marks)		
Criterion B* The Bidder should provide a detailed explanation and assessment of the tasks relevant to Section 3, Article 4.2. The Bidder's narrative should cover at least the following points (<i>weighting per sub-criterion in parenthesis</i>) (<i>mandatory</i>): - Projects' objectives and goals (5 marks) - Plan for the administration and implementation of the activities (5 marks)	10	
2. Strategy		
Criterion C* A detailed description of the approach proposed by the Bidder for the undertaking of the tasks as per Section 3, Article 4.2. The Bidder's narrative should cover at least the following points (<i>weighting per sub-criterion in parenthesis</i>) (<i>mandatory</i>): - Approach to be adopted in particular with regards to any call guidelines and publicity requirements (3 marks) - Approach to be adopted to ensure timely implementation of the tender objectives (4 marks) - Approach to be adopted to ensure fulfilment of reporting requirements (3 marks)	10	
Criterion D* The Bidder should provide detailed information about the organizational structure under which this Tender will be implemented (refer to Section 3). The Bidder's narrative should cover at least the following points (<i>weighting per sub-criterion in parenthesis</i>) (<i>mandatory</i>): An Organisational Structure showing the role of the different members within the team to be working on the implementation of this tender, and their relationship to each other, together with an explanation of the tasks that	10	

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each member will be carrying out, where applicable (6 marks). • The Bidder shall identify the Key Expert/s responsible for cultural and creative direction and design and/or curatorial activities, and shall provide evidence of their relevant professional and academic qualifications and expertise (4 marks).		
Criterion E* The Bidder should provide information about the team's knowledge about the management, protection, movement, and loan of cultural heritage objects relevant to the Tender, with particular attention to legal and administrative requirements for the temporary loan of such artefacts outside the EU, in collaboration with respective EU and national responsible bodies (<i>mandatory</i>).	10	
Criterion F* The Bidder shall submit a short methodological statement for the development, coordination, and deliverance of the activities listed in Section 3, Article 4.2, showing relevant academic proficiency. The submission will be evaluated in terms of the Bidder's command of the subject matter and the relevant policy, as well as the theoretical and technical framework including through appropriate citations as necessary, and any relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought (<i>mandatory</i>).	10	50%
Criterion G* The Bidder shall demonstrate knowledge and understanding of preventive conservation principles applicable to cultural objects made of paper and parchment in a museum environment, as well as working with professionals in the field of conservation to address concerns such as temperature, relative humidity, and light exposure amongst other matters, citing appropriate and established sources (<i>mandatory</i>).	10	50%
Criterion H* The Bidder shall propose a strategy for working with professionals in the field of conservation on all	10	50%

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logistics related to the loans, including the packing, handling, insurance, transport, temporary movement, and return of objects of cultural heritage, addressing risks and suggesting preventive and mitigation measures and citing appropriate and established sources (<i>mandatory</i>).		
Criterion I* The Bidder shall demonstrate knowledge of national legislation, policies, and/or regulations related to Maltese archives, with particular reference to notarial registers, and addressing any implications such legal or regulatory frameworks may have on the project as described in Section 3, Article 4 (<i>mandatory</i>).	10	50%
3. Timetable of activities		
Criterion J* The Bidder should provide a Gantt chart showing the timely execution of the contract activities. The Bidder's Gantt chart should cover at least the following points (<i>weighting per sub-criterion in parenthesis</i>) (<i>mandatory</i>): • The timing, sequence, and duration of the proposed activities, taking into account the given timeframes (5 marks) • 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 Section 3 (Terms of Reference) (5 marks)	10	
Total criteria weight	100	

*** NB: It is up to the Bidder to identify the most appropriate length of the write-up in respect of each criterion above, with the proviso, however, that aggregately the narrative (hence excluding Gantt Chart in Criterion J) should not be more than five pages long, with a font size not smaller than font 10.**

9. Explanations/Clarification notes concerning the Tender

- 9.1** Tenderers may submit questions in writing to the Notarial Archives Foundation by sending an email to tenders@nafmalta.org until 30 September 2026 at 13:00hrs CEST. The Notarial Archives Foundation shall reply to all Tenderers' questions

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and amend the Tender Documents by publishing clarification notes, up to at least three (3) calendar days before the deadline for submission of tenders.

- 9.2** Prospective Tenderers are urged to register their respective contact details at tenders@nafmalta.org so that any clarifications/communications pertaining to this tender procedure will be communicated to them in due time as per Tender Document. The Notarial Archives Foundation shall not be held responsible for any misdemeanour if this condition is not adhered to.
- 9.3** Questions and answers, and alterations to the Tender Document will be sent to all prospective bidders, who have registered their respective contact details as outlined in Section 1 Article 9.2 above by e-mail. Clarification notes will constitute an integral part of the Tender Documentation, and it is the responsibility of Tenderers to check their respective e-mail accounts in order to obtain the latest information published prior to submitting their Tender.
- 9.4** The Notarial Archives Foundation may, at its own discretion, as necessary, extend the deadline for submission of tenders to give Tenderers sufficient time to take clarification notes into account when preparing their tenders.

10. Currencies of Tender and Payments

- 10.1** The currency of the tender is the Euro (€). The bids must be expressed in Euro (€).
- 10.2** Payments will be made as specified in Article 26 in Section 2 (Special Conditions) of this Tender, and in accordance with the timeframes, terms, and conditions of the Letter of Acceptance.

11. Presentation & Submission of Tenders

- 11.1** The Tender must comprise all duly completed documents as specified under Section 1 Article 7 (Selection Criteria), inserted in a single, sealed envelope, marked as NAFT02.2026.
- 11.2** The Tenderers' submission must be typed in or handwritten in indelible ink. Any pages on which entries or corrections to this 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 Notarial Archives Foundation.
- 11.3** All tenders must be received by not later than 9 October 2026 at 13:00hrs CEST and delivered at:

Notarial Registers Archive

217, St Paul Street

Valletta VLT 1217

Malta

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The tenders should be delivered by hand or by courier service. Tenders submitted by any other means (e.g. email) will not be considered.

- 11.4 No liability can be accepted for the late delivery of tenders. Late tenders will be rejected and will not be evaluated.

12. Alterations and Withdrawal of Tenders

- 12.1 Tenderers may alter or withdraw their Tenders by written notification to the Notarial Archives Foundation prior to the closing of the deadline. No Tender may be altered after the deadline for submission.
- 12.2 Any notification of alteration or withdrawal must be prepared, sealed, marked, and submitted in accordance with Section 1, Article 12.1 above, and the envelope must also be marked with 'alteration' or 'withdrawal'.

13. Opening of Tenders

- 13.1 Tenders will be opened by the Notarial Archives Foundation during a public session on 9 October 2026 at 13:30hrs CEST at the Notarial Registers Archives, 217, St Paul Street, Valletta. A 'Summary of Tenders Received' will be published on the Notarial Archives Foundation website <https://nafmalta.org/discover/opportunities/tenders/>.
- 13.2 During the opening of the tenders, the Tenderers' names, the tender prices, and any other information the Notarial Archives Foundation may consider appropriate, will be made available.
- 13.3 Envelopes marked "withdrawal" will be read out first and returned to the Tenderer.
- 13.4 Reductions or alterations to tender prices made by Tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

14. Secrecy of the Procedure

- 14.1 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.
- 14.2 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.
- 14.3 Any attempt by a Tenderer to approach any member of the Evaluation Committee or the Notarial Archives Foundation directly during the evaluation period will be considered legitimate grounds for disqualifying their Tender.

15. Right of the Notarial Archives Foundation to Accept or Reject any Tender

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- 15.1** The Notarial Archives Foundation reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Notarial Archives Foundation reserves the right to initiate a new invitation to tender.
- 15.2** The Notarial Archives Foundation reserves the right to conclude the contract with the successful Tenderer within the limits of the funds available. It can decide to ask for a discount from the cheapest compliant Tenderer.
- 15.3** Cancellation may occur where:
1. 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;
 2. The economic or technical parameters of the project have been fundamentally altered;
 3. Exceptional circumstances or force majeure render normal performance of the project impossible;
 4. All technically compliant tenders exceed the financial resources available;
 5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Notarial Archives Foundation 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 Notarial Archives Foundation has been advised of the possibility of damages. The publication of a contract notice does not commit the Notarial Archives Foundation to implement the programme or project announced.

16. Appeals

- 16.1** The Notarial Archives Foundation shall publish a notification on its website <https://nafmalta.org/discover/opportunities/tenders/> indicating the awarded contract, the financial aspect of the award and the name of the successful Tenderer. The Notarial Archives Foundation shall, by electronic means, inform the Tenderers concerned of the publication of the award. The Notarial Archives Foundation will be precluded from concluding the contract during the period allowed for the submission of appeals.

The award process shall be completely suspended if an appeal is eventually submitted.

- 16.2** Any Tenderer who is aggrieved by the award indicated by the Notarial Archives Foundation may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the Notarial Archives Foundation, clearly setting forth any reason for their complaint. A deposit of four hundred euro (€400) must be made.
- 16.3** After the expiry of the period allowed for the submission of a complaint, the Notarial Archives Foundation shall deliver the letter of complaint, the deposit receipt and all documents relating to the contract in question to a 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 Notarial Archives Foundation. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be published on the Notarial Archives Foundation website

<https://nafmalta.org/discover/opportunities/tenders/>.

17. The Letter of Acceptance

- 17.1** 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 Letter of Acceptance.
- 17.2** The Notarial Archives Foundation will send the successful Tenderer a Letter of Acceptance, which the Tenderer is to acknowledge receipt of within seven (7) calendar days. The Letter of Acceptance is to inform the Tenderer of the final decision and to advise the next steps forward, which will include the drafting and signing of a Contract Agreement.
- 17.3** Within seven (7) calendar days from the successful Tenderer's acknowledgement of the Letter of Acceptance, the Notarial Archives Foundation shall send the same Tenderer a Contract Agreement with instructions on its completion. If the selected Tenderer fails to sign and return the Contract Agreement and other required documentation within the prescribed fifteen (15) working days, the Notarial Archives Foundation may consider the acceptance of the Tender to be cancelled. The Tenderer whose Tender has been evaluated as second cheapest/second most economically advantageous may be recommended for award, and so on and so forth.

As indicated in Section 2, Article 7 of this Tender, together with the signed Contract Agreement, the Contractor is to forward a copy of the Performance Guarantee. The Contractor is further obliged to forward the original Performance Guarantee to the Contracting Authority. The Contracting Authority will not affect any payment to the Contractor until the Performance Guarantee is submitted. The amount of the Guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 excluding VAT, and 10% where the amount of the total contract value is €500,001 or above.

- 17.4** Only the signed Letter of Acceptance will constitute an official commitment on the part of the Notarial Archives Foundation, and activities may not begin until the Contract Agreement has been signed both by the Notarial Archives Foundation and the successful Tenderer.

SECTION 2 – SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions³ 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.

In reference to the General Conditions, any references therein to ‘approval from the Central Government Authority’ shall be substituted by the term ‘approved by the Head responsible for the Notarial Archives Foundation’. Furthermore, any references to the ‘Contracting Authority’ throughout the General Conditions shall be deemed to be referring to the Notarial Archives Foundation, as indicated in Section 1, Article 1.7 of this Tender.

Article 2: Notices and Written Communications

2.4 Any communication shall be carried out with:

Notarial Archives Foundation
217 St Paul Street
Valletta VLT 1217
Malta

Email: tenders@nafmalta.org

- 2.5 The contract is made up of the following documents, in order of precedence:
- a. The Contract Agreement;
 - b. The Special Conditions;
 - c. The Contracting Authority’s Terms of Reference;
 - d. The Contractor’s response to Section 1, Article 7 of this Tender, excepting the Financial Bid Form (Section 7);
 - e. The Financial Bid Form (Section 7) after arithmetical corrections if any and/or breakdown;
 - f. The Letter of Acceptance;
 - g. Any other documents forming part of the contract.

Addenda (including clarifications/rectifications at evaluation stage) have the order of precedence of the document they are modifying.

- 2.6 Further to the General Conditions, the Creative Director engaged under this Contract shall maintain reliable and consistent communication channels throughout the duration of the Contract. These communication channels shall include, at minimum:
- a. Dedicated telephone number/s and email address/es for all project-related communications;
 - b. Availability during standard working hours (Monday-Friday, excepting Public Holidays, 8am-5pm);
 - c. Technical capacity for video conferencing and remote collaboration.

³ The full set of General Conditions for Works Contracts, for Supplies Contracts, and for Services Contracts can be viewed/downloaded from the ‘Resources Section’ at www.etenders.gov.mt (accessed 6 September 2026).

Article 5: Supply of Information

- 5.1 Further to the provisions of the General Conditions, the Contracting Authority shall supply the contractor promptly with any information and/or any documentation at its disposal which may be relevant to the performance of the contract allocations. All information or/and documentation relating to the specific project or contract shall be returned to the Contracting Authority at the end of the period of execution of the contract allocation.
- 5.2 Further to the General Conditions, the Creative Director shall implement and maintain the following documentation and collaboration systems:
- a. Utilization of digital project management tools supplied by the Contracting Authority for real-time information sharing, where applicable;
 - b. Maintenance of up-to-date project documentation in formats accessible to all authorized stakeholders;
 - c. Regular progress reporting according to schedules agreed upon at project commencement.

Article 6: Assistance with Local Regulations

- 6.1 The Contractor may request the assistance of the Contracting Authority to obtain copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the Contractor in the performance of its obligations under the contract. The Contracting Authority may charge the Contractor for such assistance, which would be provided at the Contractor's own expense.

Article 7: Obligations of the Contractor

- 7.8 The Contractor shall, within fifteen (15) calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original Performance Guarantee to the Contracting Authority. The Contracting Authority will not affect any payment to the Contractor until the Performance Guarantee is submitted. The amount of the Guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 excluding VAT, and 10% where the amount of the total contract value is €500,001 or above.
- 7.15 The Performance Guarantee will be released within thirty (30) days after the completion of the Contract.

Article 13: Medical, Insurance, and Security Arrangements

- 13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

- 14.3 As per General Conditions.

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 3 (Terms of Reference) of this Tender.

Article 16: Personnel and Equipment

- 16.3 As per General Conditions.
- 16.4 Further to the provisions of the General Conditions, no equipment is to be purchased on behalf of the Contracting Authority.

Article 18: Execution of the Contract

- 18.1 Further to the provisions of the General Conditions, services shall commence from the date the Contracting Authority and the respective contractors endorse the individual contracts. The contracts shall run for a period of thirty-six (36) months.

The Contract will expire either at the end of the 36-month period or when the maximum value of the Contract has been used up, whichever comes first. The Contracting Authority reserves the right to extend the duration of the individual contracts by another two (2) periods of six (6) months each at the same rates, terms, and conditions.

The Contracting Authority is confirming that it will be procuring at least 80% of the contract value based on the indicative quantities in the Financial Bid Form (Section 7). Service shall be provided on an ‘as and when required basis’ during the maximum thirty-six (36) months contract period and in quantities according to the exigencies of the Contracting Authority. In the event that the 80% of the contract value has not been exhausted by the end of the maximum thirty-six (36) months period, the Contracting Authority will automatically extend the validity of the contract for a further two (2) additional periods of six (6) months each, under the same terms and conditions, and subject that the maximum contract value is not exceeded, in which case the Contract shall automatically come to an end.

- 18.2 This contract shall run for a period of thirty-six (36) months from the commencement date as established in Section 2, Article 18.1 of this Tender. This can be extended for a further two (2) periods of six (6) months each at the discretion of the Contracting Authority with agreement of the Contractor.

Services will be requested on an ‘as and when required basis’, and the execution of any services requested during the period of this contract must commence within a week from date notification in writing by the Contracting Authority. The Contracting Authority is confirming that it will be procuring at least 80% of the contract value based on the indicative quantities in the Financial Bid Form (Section 7).

The Contractor shall continue to provide the services during any such extension period in accordance with the Terms of Reference (Section 3) and the agreed terms and conditions of the Contract. Payment shall be made for services actually performed and

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approved, at the agreed rates, subject always to the maximum contract value as per the Financial Bid Form (Section 7).

Where the activities falling within the scope of the Contract have not been completed upon reaching the maximum contract value or expiry of the extension period, the Contractor shall, without prejudice, make themselves reasonably available to the Contracting Authority until completion of such activities, as defined in Section 3, Article 4.2, subject to a separate written agreement between the Contracting Authority and the Contractor. Any additional services or hours provided pursuant to such separate agreement may be remunerated in accordance with the terms and rates agreed therein.

Article 19: Delays in Execution

19.2 Failure to comply with the requirements specified shall result in the outright application of penalties as follows:

- a. Failure to respond to urgent communications within the specified timeframe shall result in a penalty of €200 per occurrence;
- b. Missed or delayed site meetings without prior notification and approval shall incur a penalty of €500 per occurrence;
- c. Consistent failure to meet reporting deadlines shall result in a penalty of €500 per week of delay;
- d. A penalty of 3% of the contract value shall be charged to the Contractor for any other shortcoming/s that leads to substandard work; or incomplete work; or late delivery of work or in the event that the service is seriously found to be lacking in quantity, quality or efficiency and the Contractor fails to remedy such failure within the period stated in the Default Notice served upon him/her in writing.

The Contracting Authority may request evidence demonstrating compliance with accessibility and responsiveness standards at any time during the Contract period. Repeated instances of non-compliance with accessibility requirements (three or more within any three (3) month period) may result in contract termination at the discretion of the Contracting Authority. In cases of non-compliance, the Contracting Authority shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of the contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three (3) working days from the notification, or else, as may be otherwise required by the Contracting Authority. The Contractor shall have five (5) working days from receipt of written notification to respond with any mitigating circumstances before penalties are applied.

The Contracting Authority will withhold payment for services until accessibility-related deficiencies are remedied to its satisfaction, and the decision of the Contracting Authority regarding the application of penalties following consideration of any response shall be final. The Contracting Authority shall have the right to deduct penalties from the retained payments, and/or claim penalties under the performance guarantee quoted above, and/or claim the amount directly from the Contractor. The total cumulative penalties shall not exceed 20% of the total contract value.

The Contracting Authority retains the right to withdraw from the Contract or service agreement with the individual Contractor applying on his/her own behalf, or with the

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company providing such services, should it, at any time, feel that the service is not being rendered satisfactorily and/or according to the set time frames. Moreover, the Contracting Authority reserves the right to engage another Contractor to execute the Contract allocation and any extra expenses incurred, further to the contract rates, which shall be borne by the Contractor.

Article 20: Modification of the Contract

- 20.5 Subject to what is stated in the Public Procurement Regulations,⁴ the Contracting Authority has the right to increase or vary the repetition of services by a maximum of 30% of the contract value for services which have become necessary for the purpose of achieving the scope of the Contract. The Contracting Authority will make use of this modification where the unforeseen increase in services are required to ensure the successful implementation of the Contract.

The prerogative to order such repetition of services shall vest in the Contracting Authority and if not used the Contractor shall have no claim against the Contracting Authority.

Article 24: Interim and Final Progress Reports

- 24.1 Further to the provisions of the General Conditions, the Contractor must prepare Progress Reports during the period of execution of the Contract. The Progress Reports shall indicate the services carried out and the current status of each project assigned. For a fee-based contract, these Progress Reports must be accompanied by a financial report which must be submitted to the Contracting Authority at the end of every month.

Immediately prior to the end of the period of execution of the Contract, the Contractor shall draw up a final Progress Report which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract. This final Progress Report shall be forwarded to the Contracting Authority not later than sixty (60) days after the end of the period of execution. Such a report shall not be binding on the Contracting Authority. Where the contract is performed in phases or under separate projects, the execution of each phase or project shall give rise to the preparation of a final Progress Report by the Contractor.

Article 26: Payments and Interest on Late Payment

- 26.1 This Contract is a fee-based service contract. Payments are to be completed as follows:

⁴ <https://contracts.gov.mt/en/resources/public-procurement-regulations/public-procurement-regulations/> (accessed 6 September 2026).

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Professional Services	Payment Terms
Sharjah Exhibition	Monthly payments upon submission of report detailing work carried out, as approved by the head of the Contracting Authority.
Phase 2 Project	Monthly payments upon submission of report detailing work carried out, as approved by the head of the Contracting Authority.
Ad-hoc tasks	Monthly payments upon submission of report detailing work carried out, as approved by the head of the Contracting Authority.

The payments will be processed upon presentation of an invoice and related report of services carried out, and shall be calculated on the rates offered and will only be settled following certification by the Head of the Contracting Authority. Payments may be stopped whenever, in the opinion of the Authority, the Contractor is in breach of any conditions as notified by the Contracting Authority.

The Contracting Authority is confirming that it will be procuring at least 80% of the contract value based on the indicative quantities in the Financial Bid Form (Section 7).

Article 27: Financial Guarantee

27.2 Not applicable

Article 30: Revision of Prices

30.1 Prices are not revisable.

Article 32: Breach of Contract

32.5 As per General Conditions.

Article 40: Compliance with local Employment Regulations

The Contractor shall be bound to conform and comply with the Employment and Industrial Relations Act (CAP 452), its Subsidiary Legislations (including the Employment Agencies Regulations S.L. 452.130), and any other subsequent Legal Notices that may come into force, as well as any other national legislations, regulations, standards, and codes of practice in force during the execution of the Contract, as applicable to the Contractor's particular operating situation and nature of activities. The Contractor shall be bound to conform and comply with the Employment and Industrial Relations Act (CAP 452), its Subsidiary Legislations (including the Employment Agencies Regulations S.L. 452.130), and any other subsequent Legal Notices that may come into force, as well as any other national legislations, regulations, standards and codes of practice, in force during the execution of the contract, as applicable to the Contractor's particular operating situation and nature of activities.

SECTION 3 – 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.

1. Background information

1.1 Beneficiary country

Malta

1.2 Contracting Authority

Notarial Archives Foundation

1.3 Relevant Contracting Authority background

The Notarial Archives Foundation (NAF) is a voluntary organization set up to preserve and raise awareness about the 600 year old collection of notarial deeds of the Notarial Registers Archive (NRA) that documents the history of Malta, with the aim of making it accessible to researchers, academics, and other interested citizens. The NAF is run by a team of volunteers united by a common goal to ensure that the NRA manuscript collection is preserved and protected in a professional and efficient manner.

In July 2023 the NAF was entrusted by the Maltese Government with the management of the operations of the NRA and with transforming it into a centre for excellence in research and conservation. This will ensure that the collection is made available to local and international research communities given that it is an invaluable and unique source of primary data on the social, economic, and legal aspects of life in Malta from the medieval period to current times.

2. Contract objectives and expected results

2.1 Overall objectives

The overall objectives of this contract are:

- a. To provide Creative Direction for a major international exhibition held by the Notarial Archives Foundation at and in liaison with the Sharjah Museum for Islamic Civilisations, hereafter referred to as the ‘Sharjah Exhibition’, which is set to be launched in Sharjah, the United Arab Emirates (UAE), in October 2027, including the development and coordination of its overarching creative vision, and the effective collaboration with international partners, artists, curators, designers, researchers, and other relevant stakeholders.
- b. To provide Creative Direction for Phase 2 of the Rehabilitation of the Notarial Registers Archive, hereafter referred to as the ‘Phase 2 Project’, ensuring that the architectural, spatial, curatorial, interpretative, and public-facing elements are developed in a coherent manner and are aligned with the mission, vision, and long-term objectives of the Notarial Archives Foundation.
- c. To provide Creative Direction for ad-hoc tasks which could include, but are not limited to, communications, cultural programming, and education, in order to further amplify audience engagement, in fulfilment of the long-term objectives of the NAF.

2.2 Specific objectives

Section 3 – Terms of Reference

2.2.1 As regards the Sharjah Exhibition, introduced in Section 3, Article 2.1:

1. To develop and establish the exhibition's overarching creative concept and narrative, fostering meaningful cross-cultural dialogue between the Notarial Archives Foundation and Sharjah Museums for Islamic Civilisations, as informed by appropriate historical, archival, artistic, and scholarly research.
2. To develop and oversee the exhibition's artistic, spatial and visual direction, including the selection and presentation of historical and cultural objects, commissioning of contemporary artworks, exhibition layout, graphic identity, and overall visitor experience.
3. To develop and oversee the exhibition's editorial and interpretative content, including essays, wall texts, labels, catalogue content, and other written and visual materials, and coordinate contributions from external writers, photographers, editors, and other specialists.
4. To develop and coordinate the exhibition's public, educational, and media programme, including curatorial tours, talks, workshops, media activities, and other audience engagement initiatives, in collaboration with the relevant communications and events teams.
5. To lead and coordinate the creative and operational collaboration between the Notarial Archives Foundation and the Sharjah Museum for Islamic Civilisations, including liaison with curators, archivists, conservators, designers, artists, researchers, communications, and collections teams, as well as relevant lenders, institutions, and other stakeholders, to ensure the timely and coherent delivery of the exhibition.
6. To provide creative oversight during the implementation and opening of the exhibition, including on-site research, installation, presentation, and dismantling, and to provide appropriate reporting and evaluation of the exhibition's artistic and cultural impact.

2.2.2 As regards the Phase 2 Project and ad-hoc tasks, introduced in Section 3, Article 2.1:

1. To establish a coherent creative and spatial vision for Phase 2 of the rehabilitation of the Notarial Registers Archive, as aligned with the mission, vision, heritage, and long-term objectives of the Notarial Archives Foundation for the said Archive.
2. To develop and oversee creative briefs and outputs across the architectural, spatial, curatorial, interpretative, graphic, and artistic elements of the rehabilitation, ensuring consistency with the agreed Creative Direction.
3. To act as the principal creative liaison between the Foundation and the architects, designers, and other professionals involved in the rehabilitation, coordinating their respective contributions and providing ongoing creative oversight and feedback.
4. To work closely with the Foundation and team of professionals engaged on the Phase 2 Project to develop a coherent narrative and interpretative approach, ensuring that the rehabilitated premises effectively communicate the significance, collections, and mission of the Archive.
5. To ensure that the rehabilitated premises provide a coherent and engaging environment for their intended cultural and public-facing functions, including exhibitions, interpretation, research, education, visitor engagement, and future artistic and cultural activities.

2.3 Results to be achieved by the Tenderer

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2.3.1 As regards the Sharjah Exhibition, introduced in Section 3, Article 2.1:

1. A coherent and well-researched creative concept and narrative established for the exhibition, effectively reflecting the cross-cultural dialogue between the Notarial Archives Foundation and Sharjah Museums for Islamic Civilisations.
2. A fully developed and coherent exhibition experience, integrating historical and cultural objects, contemporary artworks, spatial design, visual identity, and interpretation in accordance with the agreed Creative Direction.
3. High-quality editorial and interpretative content produced and coordinated, including catalogue content, essays, labels, wall texts, and other supporting materials, ensuring accessibility while maintaining appropriate scholarly and historical rigour.
4. A coordinated public, educational, and media programme developed and delivered, supporting audience engagement, and enhancing the visibility and reach of the exhibition.
5. Effective collaboration and coordination established between the Malta and Sharjah teams and other stakeholders, resulting in the timely and coherent delivery of the exhibition.
6. The exhibition successfully implemented and opened, with appropriate creative oversight throughout installation, presentation, and dismantling, and with an evaluation documenting its artistic and cultural impact.

2.3.2 As regards the Phase 2 Project and ad-hoc tasks, introduced in Section 3, Article 2.1:

1. A clear and coherent creative and spatial vision established for the Phase 2 Project, aligned with the mission, heritage, and long-term objectives of the Notarial Archives Foundation and the Notarial Registers Archive.
2. Coherent architectural, spatial, curatorial, interpretative, graphic, and artistic outputs, ensuring consistency across the different elements of the rehabilitation and alignment with the agreed Creative Direction.
3. Effective creative coordination established between the Foundation and the architects, designers, and other professionals involved in Phase 2, ensuring that their respective contributions are integrated within the overall creative vision.
4. A coherent narrative and interpretative approach established for the rehabilitated premises, effectively communicating the significance, collections, and history of the Notarial Registers Archive, and developing greater audience engagement and educational opportunities to consolidate its mission.
5. A cohesive, engaging and fit-for-purpose environment delivered, capable of supporting exhibitions, interpretation, research, education, visitor engagement, and future artistic and cultural activities.
6. A set of agreed creative and interpretative principles and recommendations for implementation, providing the Notarial Archives Foundation and the professionals involved in Phase 2 with a clear reference for decision-making and ensuring continuity of the Creative Direction throughout the subsequent stages of the project.

3. Assumptions and risks

3.1 Assumptions underlying this Tender

1. The Contractor understands the requirements and objectives of this tender.
2. The Contractor will be able to deliver the output targets/indicators and results indicated with the highest possible efficiency and in the stipulated and allocated timeframes. That being said, it is understood that the work schedule of the Contractor, provisionally

Section 3 – Terms of Reference

outlined in the Gantt Chart, to be submitted as indicated in Section 1, Article 7 of this Tender, may be subject to change in line with the exigencies of the projects that this Tender is concerned with.

3. There is excellent communication throughout the whole duration of the contract between the Contractor and the Contracting Authority.
4. The Contractor has the technical capacity and human resources to deliver within deadlines and adopt contingency proposals as necessary.
5. The Contractor will be bound to amend any component of the project's tasks/ activities until it is to the satisfaction of the Contracting Authority.
6. The Contractor will be bound to obtain the necessary approval from the Contracting Authority on any component of the project activity.
7. All costs and expenses pertaining to all tasks/activities and outputs comprising the project are included in the final bid price.
8. In executing any work under this Contract, the Contractor shall comply with any requirements contained in any law which may from time to time be in force in Malta and with any procedures, policies, orders, guidelines or directives issued thereunder.
9. The Contractor has the relevant qualification, warrants, and formal recognition to perform services is requested in the tender document.
10. The Contractor is conversant with the Public Procurement Regulations.
11. The Contractor is obliged to ensure that this Contract is performed in accordance with the prevailing and any subsequent Occupational Health and Safety Regulations.
12. The Contractor will be expected to work in liaison with third parties other than the Contracting Authority.
13. The Contractor is required to work on their own or with other members including public officials and/or other contractors as directed by the Contracting Authority.
14. The Contractor is willing to adopt a reasonably flexible work schedule to honour the objectives of this Tender.
15. The Contractor will be prepared to travel for the work described in this Tender document.
16. The Contractor will take any necessary medical precautions for travel as required.

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3.2 Risks

Risk	Consequence	Strategy
Misalignment between stakeholders and project partners	Delays, conflicting expectations, and lack of coherence in the projects	Establish clear communication, coordination, and decision-making arrangements and structures, and maintain regular stakeholder engagement
Heritage, legal or regulatory constraints	Delays, redesign, non-compliance or inappropriate display/handling of collections	Identify relevant requirements at an early stage and incorporate them into the creative and project-development process
Resource and budget constraints	Reduction in scope, quality or ability to implement the intended creative vision	Prioritise key objectives, identify practical alternatives, and provide timely advice on implications and solutions
Dependence on third parties	Delays or outcomes outside the direct control of the Creative Director	Clearly define roles and responsibilities, monitor dependencies, and escalate issues requiring decisions by the Contracting Authority or other parties

4. Scope of work

4.1 General

4.1.1 Project description

1. The Sharjah Exhibition:

The project involves the development and delivery of a major collaborative international exhibition by the Notarial Archives Foundation and the Sharjah Museum for Islamic Civilisations, scheduled to launch in Sharjah in the United Arab Emirates (UAE) in October 2027. The Creative Director will be responsible for creating a coherent creative vision that brings together historical and cultural objects, contemporary artistic commissions, scholarly research, spatial and visual design, and interpretative content to foster meaningful cross-cultural dialogue. The project brief of the Creative Director will also encompass the development of public, educational, and media activities, and the coordination of the various Maltese and international stakeholders involved in the exhibition, from research and development through to installation, opening, dismantling, and evaluation.

2. The Phase 2 Project and ad-hoc tasks:

The project involves the provision of Creative Direction for Phase 2 of the Rehabilitation of the Notarial Registers Archive, with the aim of establishing a coherent creative and spatial vision aligned with the mission, heritage, and long-term objectives of the Notarial Archives Foundation for the said Archive. The project will integrate architectural, spatial, curatorial, interpretative, graphic, and artistic elements, ensuring effective coordination between the Foundation, architects, designers, and other professionals. The resulting environment will support the Archive's cultural and public-facing functions, including exhibitions, interpretation, research, education, visitor engagement, and future artistic and cultural activities.

4.1.2 Geographical area to be covered

Notarial Registers Archive, 217 St Paul Street, Valletta, Malta and other locations as may be required in connection with the provision of the services.

4.1.3 Target groups

As appropriate.

4.2 Specific Activities

4.2.1 The Sharjah Exhibition:

1. Develop the exhibition's creative concept, curatorial vision, and narrative, informed by historical, archival, and artistic research.
2. Coordinate the selection and presentation of historical and cultural objects and the commissioning of contemporary artworks.
3. Develop and oversee spatial, visual, graphic, and visitor-experience concepts.
4. Develop and coordinate editorial, interpretative, and catalogue content.
5. Coordinate writers, artists, curators, designers, researchers, lenders, and other relevant collaborators.
6. Coordinate public, educational, media, and audience-engagement activities.
7. Act as the principal creative liaison between the Notarial Archives Foundation and the Sharjah Museum for Islamic Civilisations.

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8. Provide creative oversight during production, installation, opening, and dismantling of the exhibition.
9. Prepare relevant Progress Reports and final artistic and cultural impact evaluation.

4.2.2 The Phase 2 Project and ad-hoc tasks:

1. Develop the overarching creative and spatial vision for Phase 2, aligned with the Foundation's mission, heritage and long-term objectives.
2. Prepare creative briefs and provide creative oversight of architectural, spatial, curatorial, interpretative, graphic, and artistic outputs.
3. Act as the principal creative liaison between the Foundation, architects, designers and other professionals.
4. Coordinate creative contributions and review designs and proposals to ensure consistency with the agreed Creative Direction.
5. Work with the Foundation's researchers, archivists, conservators, and other relevant teams to develop the narrative and interpretative approach.
6. Provide Creative Direction for the visitor experience and future cultural and public-facing use of the rehabilitated premises.
7. Attend relevant meetings, design reviews, and site visits, and provide ongoing creative advice and recommendations.
8. Prepare relevant creative documentation, reports, and presentations.
9. Provide Creative Direction for printed and digital communications and audience engagement.

4.3 Contract management

4.3.1. Responsible body:

The responsible body and final beneficiary which will be responsible for managing the contract is the Notarial Archives Foundation.

4.3.2 Management structure:

The Contractor shall operate within the established management structure of the Notarial Archives Foundation and report directly to the Head and/or the appointed representative of the Contracting Authority.

The Contractor shall act as the principal liaison between the Foundation and the relevant collaborators for both projects: the teams and partners of the Sharjah Museum for Islamic Civilisations for the international exhibition, and the architects, designers, and other professionals engaged in Phase 2 of the Rehabilitation of the Notarial Registers Archive.

The Contractor shall facilitate communication and coordination, provide Creative Direction, and ensure alignment with the agreed Creative Direction and objectives of each project.

4.3.3 Facilities to be provided by the NGO:

The Tenderer may make use of the property of the Notarial Archives Foundation and the facilities of the Notarial Registers Archive with prior notification and/or permission where necessary.

5. Logistics and timing

5.1 Location

The Notarial Registers Archive, 217 St Paul Street, Valletta and other locations as may be required in connection with the provision of the services.

5.2 Commence date and period of execution

Whereas the intended commencement date and period of execution of the contract will be thirty-six (36) months from the date of last signature on contract extendable by any additional two (2) instances of six (6) months each at the discretion of the Contracting Authority, the following timelines are to be taken into account as regards the two projects of this Tender, namely:

- a. Sharjah Exhibition: 1 November 2026 - 31 October 2027
- b. Phase 2: 1 November 2026 - 31 October 2029

6. Requirements

6.1.1 Personnel and Key Experts

CVs for Experts other than the Key Experts are not examined prior to the signature of the contract.

The Contractor shall select and hire other experts as required according to the profiles identified in the Key Experts Form (see page 45) and/or these Terms of Reference.

All Experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Contractor 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

Not applicable.

6.2 Accommodation

Not applicable.

6.3 Facilities to be provided by the Contractor

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

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

Furthermore, the Contractor shall make allowance in his bid for:

- a. Communication costs;

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- b. Local transport;
- c. Provision of secretarial services;
- d. Costs incurred in printing and reproducing reports;
- e. Office equipment and supplies including hardware and software;
- f. All costs required for the proper and successful execution of the contract and for the satisfaction of the Contracting Authority.

The Contracting Authority expressly confirms that costs related to any travel outside of Malta that may be required as part of the execution of this Contract will be borne by the Contracting Authority.

6.4 Equipment

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

7. Reports

7.1 Reporting requirements

Where applicable and requested by the Contracting Authority, the Contractor must prepare monthly Progress Reports during the period of execution of the contract in line with the project design and implementation. The Progress Reports shall indicate the work carried out and the current status of each project assigned. These Progress Reports must be accompanied by a financial report and must be submitted monthly. The format of such reports will be as specified by the Contracting Authority during the period of execution of the Contract. Each report must include a breakdown and itemization of the services carried out, quantity of hours, and the applicable rate per month.

Immediately prior to the end of the period of execution of the Contract, the Contractor shall draw up a final Progress Report which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the Contract. This final Progress Report shall be forwarded to the Contracting Authority not later than 60 days after the end of the period of execution. Such a report shall not be binding on the Contracting Authority. Where the Contract is performed in phases or under separate projects, the execution of each phase or project shall give rise to the preparation of a final Progress Report by the Contractor.

Note that these interim and final Progress Reports are additional to any required in these Terms of Reference.

7.2 Submission and approval of reports

Copies of the Progress Reports referred to above must be submitted to the Notarial Archives Foundation. The Progress Reports must be written in English. The Foundation shall be responsible for approving the Progress Reports.

8. Monitoring and evaluation

8.1 Definition of indicators

The following shall be the indicators according to which the Contractor shall be assessed:

1. Timeliness: Achievement of this indicator shall be measured in terms of the timely delivery of activities and responses within the timeframes established in the Contract, as indicated in Section 3 Article 5.2, including providing feedback

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or responding to requests from the Contracting Authority and relevant collaborators within forty-eight (48) hours, unless otherwise agreed.

2. Quality and responsiveness: Achievement of this indicator shall be measured in terms of the quality, relevance, and timely provision of the Contractor's advice, feedback, and deliverables in accordance with the requirements of the Contract.
3. Abidance with principles of good governance and professional practice: Achievement of this indicator shall be measured in terms of compliance with the requirements, procedures, and obligations established in the Contract and the satisfactory acceptance of the Contractor's outputs by the Contracting Authority.

8.2 Special requirements

Not applicable

SECTION 4 – SUPPLEMENTARY INFORMATION

1. The below are available to view and download from the 'Resources Section' at www.etenders.gov.mt:
 - 5.1 Draft Contract Form
 - 5.2 Glossary
 - 5.3 Specimen Performance Guarantee
 - 5.4 Specimen Tender Guarantee
2. The full set of General Conditions for Works Contracts (Version 2.0), for Supplies Contracts (Version 2.0) and for Services Contracts (Version 2.0) 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.

SECTION 5 – TENDERER'S TECHNICAL OFFER

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.

A technical offer is to be provided by the Contractor 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

Criterion A:

The Bidder should comment on the objective of the present Tender whilst keeping in view the Terms of Reference (Section 3). The Bidder's narrative should cover at least the following points (*weighting per sub-criterion in parenthesis*) (*mandatory*):

- One's opinion in terms of the Tender rationale in particular of its objectives and expected results (refer in particular to Section 3, Article 2) (5 marks)
- One's assessment of the risks, strengths, weaknesses, opportunities, and threats of the project and possible ways to mitigate these (refer in particular to Section 3, Article 3) (5 marks)

Criterion B:

The Bidder should provide a detailed explanation and assessment of the tasks relevant to Section 3, Article 4.2. The Bidder's narrative should cover at least the following points (*weighting per sub-criterion in parenthesis*) (*mandatory*):

- Projects' objectives and goals (5 marks)
- Plan for the administration and implementation of the activities (5 marks)

2. STRATEGY

Criterion C:

A detailed description of the approach proposed by the Bidder for the undertaking of the tasks as per Section 3, Article 4.2. The Bidder's narrative should cover at least the following points (*weighting per sub-criterion in parenthesis*) (*mandatory*):

- Approach to be adopted in particular with regards to any call guidelines and publicity requirements (3 marks)
- Approach to be adopted to ensure timely implementation of the tender objectives (4 marks)
- Approach to be adopted to ensure fulfilment of reporting requirements (3 marks)

Criterion D:

The Bidder should provide detailed information about the organizational structure under which this Tender will be implemented (refer to Section 3). The Bidder's narrative should cover at least the following points (*weighting per sub-criterion in parenthesis*) (*mandatory*):

Section 5 – Tenderer's Technical Offer

- An Organisational Structure showing the role of the different members within the team to be working on the implementation of this tender, and their relationship to each other, together with an explanation of the tasks that each member will be carrying out, where applicable (6 marks).
- The Bidder shall identify the Key Expert/s responsible for cultural and creative direction and design and/or curatorial activities, and shall provide evidence of their relevant professional and academic qualifications and expertise (4 marks).

Criterion E:

The Bidder should provide information about the team's knowledge about the management, protection, movement, and loan of cultural heritage objects relevant to the Tender, with particular attention to legal and administrative requirements for the temporary loan of such artefacts outside the EU, in collaboration with respective EU and national responsible bodies (*mandatory*).

Criterion F:

The Bidder shall submit a short methodological statement for the development, coordination, and deliverance of the activities listed in Section 3, Article 4.2, showing relevant academic proficiency. The submission will be evaluated in terms of the Bidder's command of the subject matter and the relevant policy, as well as the theoretical and technical framework including through appropriate citations as necessary, and any relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought (*mandatory*).

Criterion G:

The Bidder shall demonstrate knowledge and understanding of preventive conservation principles applicable to cultural objects made of paper and parchment in a museum environment, as well as working with professionals in the field of conservation to address concerns such as temperature, relative humidity, and light exposure amongst other matters, citing appropriate and established sources (*mandatory*).

Criterion H:

The Bidder shall propose a strategy for working with professionals in the field of conservation on all logistics related to the loans, including the packing, handling, insurance, transport, temporary movement, and return of objects of cultural heritage, addressing risks and suggesting preventive and mitigation measures and citing appropriate and established sources (*mandatory*).

Criterion I:

The Bidder shall demonstrate knowledge of national legislation, policies, and/or regulations related to Maltese archives, with particular reference to notarial registers, and addressing any implications such legal or regulatory frameworks may have on the project as described in Section 3, Article 4 (*mandatory*).

3. TIMETABLE OF ACTIVITIES

Criterion J:

Section 5 – Tenderer's Technical Offer

The Bidder should provide a Gantt chart showing the timely execution of the contract activities. The Bidder's Gantt chart should cover at least the following points (*weighting per sub-criterion in parenthesis*) (*mandatory*):

- The timing, sequence, and duration of the proposed activities, taking into account the given timeframes (5 marks)
- 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 Section 3 (Terms of Reference) (5 marks)

*** N.B. It is up to the bidder to identify the most appropriate length of the write-up in respect of each criterion above, with the proviso, however, that aggregately the narrative (hence excluding Gantt Chart in Criterion J) should not be more than five pages long, with a font size not smaller than font size 10.**

SECTION 6 – TENDER FORM

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

A. TENDER SUBMITTED BY:

Company Name (if applicable):			
Name:		Surname:	
Email:		Phone:	
Address:			

B. CONTACT PERSON FOR THIS TENDER:

Name:		Surname:	
Email:		Phone:	
Address:			

C. TENDERER'S DECLARATION(S)

This section is 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 Notarial Archives Foundation) for invitation to tender for the provision of services of Creative Director for the Notarial Archives Foundation (NAF.T02.2026) published on 18 September 2026 at 08:00hrs CEST. 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 confirm that the Grand Total Price of our Tender (including taxes/charges, other duties and discounts, but excluding VAT (Delivered Duty Paid - DDP)) is according to the sum indicated in the Financial Bid Form (Section 7) of this Tender document.
3. This Tender is valid for a period of 4 weeks from the final date for submission of tenders.
4. 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.
5. 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 4 of this declaration are not submitted by the indicated dates.
6. We will inform the Notarial Archives Foundation 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 Foundation, the Government of Malta, and the European Communities.
7. Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect, we confirm that the documentation requested as per Section 1, Article 7 of this Tender has been submitted.
8. We note that the Notarial Archives Foundation is not bound to proceed with this invitation to tender and that it reserves the right to cancel the contract. It will incur no liability towards us should it do so.

Name and surname:	
ID/Passport number:	
Signature of Tenderer:	
Duly authorised to sign this tender on behalf of (if applicable):	
Company/Lead partner VAT number (if applicable):	
Stamp of company (if applicable):	
Place and date:	

SECTION 7 – FINANCIAL BID

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

I hereby declare and agree to carry out the services at the rates established in the Contract. The Fees applicable to services emanating from the Contract shall be those as per below:

Professional Services	Rate	Unit	Indicative project value/quantities	Indicative total sum including taxes/charges, other duties and discounts, <u>but excluding VAT</u> (Delivered Duty Paid - DDP)
Sharjah Exhibition	€	hour	24 hour/week for 12 months	€
Phase 2 Project	€	hour	6 hours/week for 36 months	€
Ad-hoc tasks	€	hour	3 hours/week for 36 months	€
Total				€

The Contracting Authority shall not entertain any claims for the payment of fees other than the fees established in this Form.

I acknowledge that the quantities presented are **estimates only** and do not constitute a guaranteed minimum or maximum commitment. These quantities are subject to change throughout the Contract period due to various influential factors, including:

- Fluctuations in actual service demand;
- Evolving operational requirements of the Contracting Authority;
- Variations in available funding and budgetary allocations;
- Additional external factors that may impact service demand.

I accept that the Contracting Authority retains the unilateral right to modify these quantities at any time during the Contract without incurring any legal liability or creating an obligation to maintain specific demand levels.

I understand that the Contracting Authority will be procuring at least 80% of the contract value based on the indicative quantities in the Financial Bid Form. Service shall be provided on an 'as and when required basis' during the maximum thirty-six (36) months contract period and in quantities according to the exigencies of the Contracting Authority.

In the event that the 80% of the contract value has not been exhausted by the end of the maximum thirty-six (36) months period, I accept that the Contracting Authority will automatically extend the validity of the contract for a further two (2) additional periods of six (6) months each, under the same terms and conditions, and subject that the maximum contract value is not exceeded, in which case the Contract shall automatically come to an end.

Signed by person/s authorised to sign on behalf of the Tenderer:

Name:

Signature:

Date:

STATEMENT ON CONDITIONS OF EMPLOYMENT *(if applicable)*

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

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

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

Signed by person/s authorised to sign on behalf of the Tenderer:

Name:

Signature:

Date:

POWER OF ATTORNEY (*if applicable*)

NAF.T02.2026

**Tender for the provision of services of Creative Director for the Notarial Archives
Foundation**

We are hereby attaching the Power of Attorney empowering the signatory of the Tender and all related documentation.

Signed by person/s authorised to sign on behalf of the Tenderer:

Name:

Signature:

Date:

DECLARATION REGARDING EXCLUSION GROUNDS (*mandatory*)

NAF.T02.2026

**Tender for the provision of services of Creative Director for the Notarial Archives
Foundation**

We hereby declare that we do not fall under any of the exclusion grounds or are blacklisted under any offence listed under Part VI of the Public Procurement Regulations.

Signed by person/s authorised to sign on behalf of the Tenderer:

Name:

Signature:

Date:

DECLARATION REGARDING SELECTION CRITERIA (*mandatory*)

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

We hereby declare that we do comply with the Selection Criteria requested for this Tender document as specified in Article 7 of Section 1, and as applicable to the below sub-sections, to which separate forms may be similarly applicable:

- a. Eligibility Criteria;
- b. Exclusion (including Blacklisting) and Selection Criteria;
- c. Specifications;
- d. Financial Offer.

Signed by person/s authorised to sign on behalf of the Tenderer:

Name:

Signature:

Date:

KEY EXPERT/S FORM (*mandatory*)

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

Bidders are required to substantiate their claims in respect of expertise claimed by submitting, with the tender submission, any Warrant numbers, Certificates, MQRIC Recognition (if qualifications are from foreign Universities) and CVs. Key Experts shall also be requested to submit a filled-in Statement of Exclusivity and Availability (as per specimen) during the evaluation stage.

Key Expert 1			
Key Expert role	Creative Director		
Name			
Nationality			
Qualification title (most relevant to the Tender)			
MQF level (or equivalent) of above qualification			
Attachment of documents substantiating claim? If yes, indicate which ones:			
Public Employee?	☐ Yes ☐ No		
Authorisation to practise in Malta (if applicable)	☐ Yes ☐ No		

Signed by person/s authorised to sign on behalf of the Tenderer:

Name:

Signature:

Date:

STATEMENT OF AVAILABILITY (*mandatory*)

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

To be completed by each individual Key Expert, if applicable

I, the undersigned, hereby declare my 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, even if there are delays in the conclusion of contract beyond the validity of offers, for which my CV has been included in the event that this tender is successful.

I confirm that during the implementation stage of this contract I will not be 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 and surname of Key Expert	
Signature:	
Name of Tenderer	
Date:	

PROFESSIONALS DECLARATION FORM *(if applicable)*

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

To be completed by Tenderers whose proposed Key Expert/s is/are not yet in possession of a formal approval to practice the relevant profession in Malta.

I, the undersigned, hereby declare and commit myself to, in case of award, provide the Contracting Authority (CA) with the necessary valid documentation which attests that the proposed Key Expert/s has/have been duly authorised by the relevant official body to operate the requested and indicated profession in Malta. I also confirm that the aforementioned documentation shall be made available to the CA within one (1) month from notification of contract award (letter to successful bidder) date.

In addition to the aforesaid, if the named authorisation is not made available within the stipulated timeframe, the Key Expert/s being proposed shall be substituted without further delay (within 2 working days from notification). The alternative Key Expert/s proposed shall:

- a. for CfTs carrying BPQR award criteria: fulfil or exceed the qualifications of the one proposed at tender submission stage;
- b. for CfTs carrying Price/Cost award criteria: fulfil or exceed the minimum qualifications requested in the relevant Procurement Documents.

Name of Tenderer	
Signature:	
Date:	

PUBLIC EMPLOYEES DECLARATION FORM *(if applicable)*

NAF.T02.2026

Tender for the provision of services of Creative Director for the Notarial Archives Foundation

To be completed by each individual Key Expert/s or Personnel who is employed with the Public Administration

I, the undersigned, hereby declare that I do not have any Conflict of Interest as defined in the Public Administration Act, Chapter 595 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.

In addition, as per the requirements of Article 6.2.3.1 (Private Work) of the Public Service Management Code (PSMC), I also declare that the necessary approval from the respective Permanent Secretary or the Chairperson/CEO as the case may be has been sought, thus granting the undersigned permission to engage in business outside my official duties.

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

Name and surname of Key Expert	
Signature:	
Name of Tenderer	
Date:	