

Segretarju tal-Board  
Board ta' Revizjoni dwar il-Kuntratti Pubblici Notre Dame Ditch  
Floriana



Ilum, 27 ta' Dicembru 2023

**Risposta għall-Ittra ta' Ogġezzjoni ta' Openworkstudio Ltd. fir-rgward tas-sejha  
SPD2/2022/060: Tender for the Regeneration Plan for St. Pauls Bay, Bugibba, Qawra,  
Xemxija and Salina Area - Tourism Zones Regeneration Agency**

Tender for Regeneration Plan for St. Paul's Bay, Bugibba, Qawra, Xemxija and Salina Area –  
Tourism Zone Regeneration Agency

Ninsab inkarigat niktiblek għan-nom u fl-interess tal-Tourism Zones Regeneration Agency li tinsab għewwa, *Triq Martin Luther King, Pembroke* (minn hawn 'il quddiem imsejja bħala l-Parti Kontraenti) rigward is-sejha hawn fuq imsemmija, partikolarment dwar l-Ittra ta Ogġezzjoni ta 'Openworkstudio Ltd. datata 18 ta 'Dicembru 2023 mid-deċiżjoni li biha giet magħzula Adi Associates Environmental Consultants Ltd. bħala l-aħjar offerta. Permezz tal-preżenti ittra, il-Parti Kontraenti qegħda formalment twieġeb tali ogġezzjoni.

Il-Parti Kontraenti qegħda rispettivament tissottometti li d-deċiżjoni meħuda mill-Kumitat Evalwattiv datata 26 ta Ottubru 2023 hija korretta u ġustifikata skond il-kriterji rikjesti kif indikati fit-'tender dossier 'u l-proċedura stabbilita fil-Legislazzjoni Sussidjarja 601.03 tar-Regolamenti Dwar l-Akkwist Pubbliku.

Il-Parti Kontraenti qed tissottometti s-segweni rigward tali ogġezzjoni:

Illi l-Parti Kontraenti kienet ċara u provdjet raġunijiet ġustifikati rigward ir-rifjut tal-offerta ta 'kumpanija appellanti fir-rapport ta 'evalwazzjoni datat 26 ta 'Ottubru 2023 provdut mil-Kumitat ta 'Evalwazzjonin fejn ikkonkludiet illi:

*"The Evaluation Committee members checked all documentation and confirmed that the account used by each bidder belongs to the bidder who submitted the offer. The financial offers of the administratively and technically compliant bidders were compared to the estimated procurement value (without potential costs) available for the contract which is stated at Euro 300,000 excluding VAT. In this regard, the financial offer submitted by the bidder Adi Associates Enviromental Consultants Ltd. bearing tendered ID000191377 was below the estimated procurement value. A financial clarification request was sent to Adi Associates*

*Environmental Consultants Ltd concerning the abnormally low financial offer and after reviewing the clarification response, ADI Associates Environmental Consultants Ltd. was deemed to be financially compliant by the evaluation committee. Pursuing to the above, the Evaluation Committee recommends that this tender is awarded to ADI Associates Environmental Consultants Ltd. for the amount of Euro184,000 excluding VAT, this being the most economically advantageous offer in terms of the BPQR award. It is confirmed that the recommended offer is fair and reasonable.”*

Illi jinghad in principju illi s-semplici fatt li offerta tkun sostanzjalment inqas mil- *estimated procurement value* ma jfissirx li l-offerta hija wahda ingusta jew hija wahda li ma tistax ssir izda jfisser li hija offerta inqas mil-valur kompetittivi l-ohra u inqas mill-istima mahruga fis-sejha. Il-kumitat evaluattiv talab kjarifika lil ADI Associates Environmental Consultants Ltd fuq il-valur ta' hlas indikat sabiex jassikura li finalment l-ammont li ser ikun qed ihallas ghas-servizz li hu konsiderevolment iktar baxx mill-istima u biex jassikura li l-offerta hija legittima u ma jkunx hemm xi hlasijiet addizzjonali li ma jidrux prima facie. Kien biss wara din il-konferma li l-Kumitat Evaluattiv seta' jaghlaq ir-rapport u tigi iddetermina l-ahjar offerta fic-cirkostanzi. Il-fatt li offerta tkun finazjarjament baxxa b'mod mhux normali certament ma huwiex hazin u certament ma ghandux iservi sabiex icahhad lill-offerent li jaghmel l-aktar offerta finazjarjament viabbli.

Illi irrizulta li l-kriterji ghal-evaluazzjoni ma kienux bbazati biss fuq l-aspett tekniku u lanqas fuq l-aspett funanzjarju izda fuq komputazzjoni li tinkudi iz-zewg fatturi (*Best Price Quality Ratio*). F'dan il-kaz mil-provi prodotti johrog bic-car li l-ahjar offerta minn aspekt tekniku kienet dik ta' Openworkstudio u dan il-fatt ma huwiex qieghed jigi kkontestat, minkejja id-differenza minima fir-rizultati tal-evaluazzjoni. Waqt li d-differenza mil-aspett finanzjarju kienet tant tvarja li wasslet sabiex l-offerta rebbieha ta' Adi Associated Environmental Consultants Ltd kellha offerta u pakkett in toto ahjar.

Huwa prinċipju generali stabilit fir-rogolamenti dwar l-akkwist pubbliku illi kull applikant għandu jissottometti d-dokumenti kollha rikjesti. L-applikant jigi mogħti l-opportunita' sabiex jirettifika jew jikkjarifika tali dokumentazzjoni izda jekk din tibqa ma tigix provduta, l-offerta tigi skwalifikata.

Illi kif intqal mis-socjeta Oggezzjonanti, kif jitlob ir-regolament Numru 243 tal-LS 601.03 fejn l-offerta tkun wahda baxxa l-Awtoritajiet ghandhom jesigu l-operaturi ekonomici jispjegaw il-prezz u dan filfatt sar permezz ta' talba ghal-kjarifika wara liema talba gie produt dokumentazzjoni sufficjenti li l-prezz kien wiehed gustifikat u spjegat b'mod sodisfacenti. Illi filfatt il-kjarifikazzjoni necessrja saret minn Adi Associates u kien f'dak il-punt li l-Kumitat evaluattiv mexa ghal-gudizzju tieghu.

Illi ta' min isemmi li ma kienx biss il-prezz l igie ezaminat u li ttiehed in konsiderazzjoni ghal-finijiet tal-evalwazzjoni izda kienet wkoll il- "Average Technical Score" li gie analizzat u kif

wiehed jista jara mid-dokumenti ezebiti, minkejja li Operworkstudio kellha offerta fit ahjar minn aspekk tekniku, id-differenza fil-prezz tant kienet timmilita' favur Adi Associates Environmental Consultants Ltd li wassal sabiex il-valur globali tar-rizultati kienet tali li Adi Associates kellhom offerta golament ahjar.

Illi ssir referenza ghal-kaz 1088 - T005/2017 fejn il-Bord gustament ddecieda illi *"First and foremost, this Board would like to justifiably point out that the Evaluation Criteria under the "Best Price Quality Ration" is the most objective procedure in assessing offers in that, each particular item or characteristic of the product is independently allotted points or percentages while at the same instance, such procedure is carried out individually by each member of the Evaluation Board so that the overall percentage result represents the weighted average of points awarded by each member. This procedure of evaluation suppresses immensely the element of subjectivity"*.

Huwa assurdu li wiehed jahseb li offerent ghandu jiddetta il-mod ta' kif ghandhom jinghataw il-marki mil-Kumitat Evaluattiv fuq sejha partikolari. Wiehed jrid jiftakar li jezisti id-dokument tat-tender, ir-Regolamenti Dwar Akkwist Pubbliku kif wkoll il-procedura tal-Kumitat evaluattiv li ghandhom jirregolaw l-ghoti tal-marki fil-process evaluattiv u dan ma huwiex parti tal-procedura li ghandu jigi soggett ghal-skrutinju mis-socjeta appellanti, dan aktar u aktar meta dan il-process huwa ben spjegat mid-dokumenti tat-tender spefciku.

Il-procedura ta' evaluazzjoni saret permezz tal-formula ta' BPQR liema formula kien propju indikat fit-tender innifsu u ghalhekk wiehed ma jistax jifhem kif din il-procedura qatt tista tigi kkontestata meta huwa process oggettiv a bazi ta' principji stabbiliti.

L-Awtorita' tissottometti li l-offerta rebbieha kienet l-aqwa wahda skond il-principji ta' evaluazzjoni stabbiliti fit-tender u li l-Kumitat Evaluattiv mexa b'mod gust u trasparenti fl-analizi tieghu in linea mal-ligijiet u regolamenti applikabbli.

Konsegwentement l-Awtorita' titlob bir-rispett li dan l-Onorabbli Bord jogbu jikkonferma id-decizzjoni tal-Kumitat Evaluattiv u Tichad l-Ittra ta' Oggezzjoni tas-socjeta Openworkstudio Limited. L-Agenzija' minn issa tiriserva id-dritt li taghmel sottomissjonijiet ulterjuri u li tressaq lir-rapprezentanti tal-Kumitat ta' Evaluazzjoni fi stadju opportun.



Dr. Alexander Scerri Herrera

51, St. Christopher's Street, Valletta

## **Dokumenti annessi**

- 
- Dok. B - Request for clarification by Evaluation Committee
- Dok. C - Clarification provided by tenderer
- Dok. D - Tender Document



Tenderer: Adi Associates Environmental Consultants Ltd

Tenderer ID - 000191377

Reference is made to the tender in caption, and to your offer submission to same.

The Evaluation Committee noticed that the financial offer is abnormally low when compared to the estimated procurement value.

In line with Article 243 of SL601.03 of the Public Procurement Regulations, the Evaluation Committee is requesting the bidder to explain and confirm or otherwise the financial offer submitted.

Failure by the economic operator to send the explanations within the written timeframe imposed by the Contracting Authority, shall be deemed as acceptance from the economic operator that the tender offer is abnormally low and hence shall be deemed as **financially non-compliant**.

In terms of Article 5 of the Instructions to Tenderers and Article 15 of the General Rules Governing Tenders, you are hereby being given the opportunity to rectify this shortcoming within five (5) working days of notification.

The requested clarification is to be submitted through the appropriate Electronic Public Procurement (ePPS) module.

This clarification request is being sent without any commitment whatsoever on the part of the Contracting Authority and does not imply that your offer will be accepted as it may still be deemed administratively, technically, or financially non-compliant during the evaluation process.

Best regards,

The Evaluation Committee

Our Ref: ADI004/TZRA\_2  
Your Ref: TID No. 000191377

Office of the Permanent Secretary  
Ministry for Tourism  
233, Republic Street,  
Valletta

14<sup>th</sup> July 2023

**Re: Evaluation of offers – TENDER FOR A REGENERATION PLAN FOR ST PAUL'S BAY, BUGIBBA, QAWRA, XEMXIJA AND SALINA AREA**

Reference is made to your request for clarification wherein you requested the following:

*The Evaluation Committee noticed that the financial offer is abnormally low when compared to the estimated procurement value.*

*In line with Article 243 of SL601.03 of the Public Procurement Regulations, the Evaluation Committee is requesting the bidder to explain and confirm or otherwise the financial offer submitted.*

We hereby confirm that the financial offer submitted is correct. The financial offer was made taking into account all the requirements of the tender document including all the deliverables. As shown in our offer, four out of the nine key experts form part of Adi Associates. This gives us the advantage that we can streamline our work and offer competitive rates when bidding for Government tenders. Most of the other key experts are based in Malta and we have worked with them on various projects, so again this gives us the advantage of obtaining favourable rates. The factors render our overall bid competitive.

In conclusion we reiterate that our financial offer is correct and has been formulated due to the strength and commitment of an almost completely local team.

Should you require any further information or clarification, please do not hesitate to contact us.

Yours faithfully



**Rachel Xuereb**  
**Director**  
**Adi Associates Environmental Consultants Ltd**



REFERENCE NUMBER: SPD2/2022/060

## SERVICES

**TENDER FOR A REGENERATION PLAN FOR ST. PAUL'S BAY,  
BUGIBBA, QAWRA, XEMXIJA AND SALINA AREA**

**TOURISM ZONES REGENERATION AGENCY**

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Date of Publication: 14 February 2023  
Deadline for Submission of Offers: 30 March 2023 at 9:30am

This project is being financed through local budget

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### **Sectoral Procurement Directorate**

Department of Contracts, Notre Dame Ravelin, Floriana FRN1600  
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## Contents

<b>SECTION 1 - INSTRUCTIONS TO TENDERERS</b> .....	3
2. Timetable .....	3
3. Lots .....	4
4. Clarification Meeting/Site Visit/Workshop.....	4
5. Selection and Award Requirements.....	4
6. Criteria for Award.....	7
<b>SECTION 2 - SPECIAL CONDITIONS</b> .....	16
<i>Article 2: Notices and Written Communications</i> .....	16
<i>Article 6: Assistance with Local Regulations</i> .....	16
<i>Article 7: General Obligations</i> .....	16
<i>Article 13: Medical, Insurance and Security Arrangements</i> .....	16
<i>Article 14: Intellectual and Industrial Property Rights</i> .....	17
<i>Article 15: Scope of the Services</i> .....	17
<i>Article 18: Execution of the Contract</i> .....	17
<i>Article 19: Delays in Execution</i> .....	17
<i>Article 20: Modification of the Contract</i> .....	17
<i>Article 24: Interim and Final Progress Reports</i> .....	17
<i>Article 26: Payments and Interest on Late Payment</i> .....	18
<i>Article 27: Financial Guarantee</i> .....	19
<i>Article 30: Revision of Prices</i> .....	19
<i>Article 39: Further Additional Clauses</i> .....	19
<b>SECTION 3 - TERMS OF REFERENCE</b> <sup>(Note 3)</sup> .....	20
1. Background Information.....	20
2. Contract Objectives and Expected Results.....	22
3. Assumptions and Risks .....	23
4. Scope of the Work .....	23
5. Logistics and Timing .....	28
6. Requirements.....	28
7. Reports .....	30
8. Monitoring and Evaluation .....	31
<b>SECTION 4 - SUPPLEMENTARY DOCUMENTATION</b> .....	32



# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 1. General Provisions

1.1 The subject of this tender is a development strategy for St. Paul's Bay, Bugibba, Qawra, Xemxija and Salina area.

1.2 The place of acceptance of the services shall be the Tourism Zones Regeneration Agency.

The time-limits for the execution of the contract shall be 52 weeks from date of commencement. The contractor will be bound by a further 52 weeks, after execution, for any request for consultation with the Contracting Authority and to reply for any request for clarification or rectification. The date of commencement will be communicated through an administrative order which will be issued within two (2) weeks from date of signing of the contract.

The INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.

1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €300,000 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

1.4 The final beneficiary of this tender is the Tourism Zones Regeneration Agency (TZRA).

## 2. Timetable

The timetable is as per the dates set through the CfT workspace on the ePPS.

	DATE	TIME*
Clarification Meeting/Site Visit	23 February 2023	10:00 hrs
Deadline for request for any additional information from the Contracting Authority. Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a>	10 April 2023	23:45 hrs
Last date on which additional information can be issued by the Contracting Authority	14 April 2023	23:45 hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	26 April 2023	09:30 hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	26 April 2023	10:00 hrs
* 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.

It was deemed appropriate not to divide this tender into lots such that sole responsibility of the report is owned by a single contractor. Moreover, shared responsibility in the drafting of a report may lead to conflict between contractors which would derail the timeframe of the project which is set against very tight deadlines.

### **4. Clarification Meeting/Site Visit/Workshop**

- 4.1 A clarification meeting/site visit will be held on 23 February 2023 at 10:00am, at the Tourism Zones Regeneration Agency, Triq Martin Luther King, Pembroke, to answer any questions on the tender document which have been forwarded in writing or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 6.1 of the General Rules Governing Tendering.

Due to the space limitation, only one representative for each economic operator will be allowed.

Meetings between economic operators and the Contracting Authority, other than that provided in this clause during the tendering period are not permitted.

### **5. 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**

Economic Operators are to complete the Eligibility Section through the tender response format <sup>(Note 2)</sup>

If applicable, the necessary forms - such as the Power of Attorney, are to be uploaded through the tender response format/ePPS/xml structure by the Economic Operator, as indicated in the relevant fields of the tender structure.

#### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format <sup>(Note 2)</sup>**

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (Tender response format) under Part III titled 'Exclusion Grounds' which includes the following:

- A. Grounds relating to Criminal Convictions
- B. Grounds relating to the payment of taxes or social security contributions
- C. Grounds relating to insolvency, conflicts of interests or professional misconduct
- D. Purely national exclusion grounds

Kindly note that the ESPD tender response format is pre-populated by the system. It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD (Tender response format) under Part IV titled 'Selection Criteria' which includes the following: <sup>(Note 2)</sup>

- (a) **Suitability - Not Applicable**
- (b) **Economic and Financial Standing - Not Applicable**
- (c) **Technical and Professional Ability <sup>(Note 2)</sup>**

- I. Provide a list of principal services of a similar nature, i.e., Master plan/Regeneration plan/ Regional Plan drafting. Bidders are to include the value of these works in Euro excluding VAT.

The list must clearly include the following information:

- the value of services of a similar nature project as described above, effected during the last years (being 2018-2022): the minimum value of which must not be less than €100,000 in total for the quoted period
- the number of services of a similar nature as described above effected during the last 5 years (being 2018-2022): the minimum number of which must not be less than 1 for the quoted period.

Information is to be submitted online through the ESPD tender response format and include for each category;

**The above requirements can be satisfied by the main bidder, partners of a joint venture / consortiums or listed sub-contractors.**

Note: The specified experience above must have been completed between the years 2018 and 2022 (both years included).

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them by the tenderer. The Evaluation Committee reserves the right to request additional documentation in respect of the project experience provided by tenderers.

## II. **Subcontracting Proportion**

Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

Any subcontractor proposed and disclosed shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding subcontracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

- (d) **Quality Assurance Schemes and Environmental Management Standards - Not applicable**

It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

## (C) Specifications

Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided.  
(Note 3)

(i) **Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** (Note 2)

**Key Expert 1 - Team Leader**

- shall have at least 3 years' experience in a similar role
- shall have at least an MQF level 7 (or equivalent) Qualification in Business Administration and/or Architecture/Civil Engineering or Project Management

**Key Expert 2 - Socio-Economic Development Specialist**

- shall have at least 3 years' experience in participatory research
- shall have at least an MQF level 7 (or equivalent) Qualification in Community Development or Anthropology

**Key Expert 3 - Transportation Planner**

- shall have at least 3 years' experience in Transport and Traffic impact assessment
- shall have at least an MQF level 6 (or equivalent) Qualification in Civil Engineering, Environmental Engineering, Planning or Architecture

**Key Expert 4 - GIS Expert**

- shall have at least 3 years' experience in a similar role

**Key Expert 5 - Infrastructure Consultant**

- shall have at least 3 years' experience in a similar role
- shall have at least an MQF level 6 (or equivalent) Qualification in Environmental/Engineering/Sciences/Architecture

**Key Expert 6 - Environmental Specialist**

- shall have at least 3 years' experience in a similar role
- shall have at least an MQF level 6 (or equivalent) Qualification in Environmental Planning, Environmental Management, Environmental Design, Environmental Engineering or Earth Science

**Key Expert 7 - Urban Planner**

- shall have at least 3 years' experience in a similar role
- shall have at least an MQF level 6 (or equivalent) Qualification in Urban Planning

**Key Expert 8 - Financial Analyst**

- shall have at least 3 years' experience in a similar role
- shall have at least an MQF level 7 (or equivalent) Qualification in Finance or Accountancy

**Key Expert 9 - Architect (Perit)**

- The nominated key expert shall have a warrant to practice as an architect (Perit) in Malta

Kindly refer to clause 6.2(4)(i) hereunder with regards to award criteria in respect of Key Experts being nominated.

No key expert shall take more than one role.

Details of qualifications and experience are explained in the Evaluation Grid (Article 6) below.

- (ii) **Organisation and Methodology** <sup>(Note 3)</sup>

**(D) Financial Offer**

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the services tendered as per Tender Response Format. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form as per Tender Response Format. <sup>(Note 3)</sup>

In case of any discrepancy the xml tender structure shall prevail.

The above does not apply in instances wherein the financial bid form consists of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / applicable.

**Notes to Clause 5:**

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge. (currently Bid Bonds are not applicable)

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.

3. No rectifications 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.

**6. Criteria for Award**

- 6.1 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. 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

- 6.2 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.

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.

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 (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;

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

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of (XX)\*\* 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 as visualised below;

## 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:

- ♦  $\text{Tech}_i$  is the technical score of the supplier
- ♦  $\text{Tech}_{\max}$  is the maximum technical score achieved amongst all suppliers
- ♦  $\text{Fin}_{\min}$  is the minimum financial price offered amongst all suppliers
- ♦  $\text{Fin}_i$  is the financial price of the supplier
- ♦  $W_{\text{Tech}}$  is the weight of the technical envelope
- ♦  $W_{\text{Fin}}$  is the weight of the financial envelope

Evaluation Grid

Criteria (All criteria are mandatory - unless specifically indicated in the criterion/sub-criterion) If a score of '0' is allotted to any of the criteria/sub-criteria - the bid shall be disqualified.	What is expected	Weighting 100 total
<b>1. Understanding of Services to be performed</b>		
<p>Tenderers are to demonstrate their understanding of the purpose of the services and of the nature of the activities to be undertaken under the contract. The offer is to include:</p> <p>i. Any comments on the Section 3 Terms of Reference considered of importance for the successful execution of this contract, in particular its objectives (Clause 2.2, Specific Objectives), expected results (Clause 2.3) and Specific Activities (Clause 4.2), thus demonstrating the degree of understanding of the required services from this contract; <i>(4 points)</i></p> <p>ii. Further to the Clause 4.2 Specific Activities, bidders are to describe any other activities not specified in this tender document but which are deemed required for the successful execution of this contract and provide an explanation as to why these activities are deemed necessary and will be tackled directly by the bidder. <i>(4 points)</i></p> <p>iii. Risks: with reference to Section 3 Terms of Reference Clause 3:</p>	<p>This criterion will assess the tenderer's understanding of the purposes of the services and of the nature of the activities to be undertaken under the service contract. The tenderer should also provide good understanding of the difficulties to achieve the expected results. The mitigation measures proposed to address identified risks must be practical, achievable, effective and show good knowledge and experience in the field. <i>The marks allotment shall be within a spectrum from 0 to 100%</i></p>	<p>12%</p>

<p>a. Bidders are to propose mitigation measures to address the risks identified within Clause 3.2 of this tender document. (4 points)</p>		
<p><b>2. Quality Assurance System</b></p>		
<p>i. Further to Section 3 Terms of Reference, Clause 2.2. and Clause 4.2, tenderers are to give a description of the quality assurance system to be put in place during the contract execution</p> <p>a. Ensure that proper communications, including the measures/deliverables to be recommended, between consultant and the CA is done effectively. (4 points)</p> <p>b. Ensure that all third parties and stakeholders are consulted as necessary and involved in the decision-making process as required. (6 points)</p>	<p>This criterion will assess the quality assurance system put in place during the provision of the services and the operational process for coping with multiple assignments run in parallel. The rationale and comments provided are to demonstrate a practical knowledge of the field, a good understanding of challenges that may occur and proven methods of dealing with such challenges. <i>The marks allotment shall be within a spectrum from 0 to 100%</i></p>	<p>10%</p>
<p><b>3. Quality of the Proposed Methodology</b></p>		
<p>Keeping in mind that this contract shall assist the Contracting Authority to successfully deploy the Regeneration Plan as envisaged, bidders are to demonstrate their understanding of the holistic project approach and provide their proposed methodology to ensure high quality Holistic Project Deliverables.</p> <p>i. With reference to Section 3 Terms of Reference, Clause 1.5, Clause 4.2 and 8.1:</p>	<p>This criterion will assess the quality of the proposed methodology, tools and approach put in place by the tenderer to allow meeting the requirements set within this Tender in relation to the holistic Regeneration Plan. It will assess the clarity, appropriateness and effectiveness of the proposed methodology. This criterion will also consider how the services/tasks will be organised to ensure high quality delivery of the Regeneration Plan. <i>The marks allotment shall be within a spectrum from 0 to 100%</i></p>	<p>36%</p>



a. Bidders are to identify the flow of the major milestones in the execution of the Project. (7 points)

b. Bidders are to explain the rationale behind why the major milestones have been considered as such and their impact on the Project. (7 points)

c. Bidders are to provide a list of the proposed activities/actions considered to be necessary for the achievement of said milestones. (5 points)

ii. Clause 4.2, bidders are to provide an outline of the approach proposed for the implementation of the Regeneration Plan, particularly measures/deliverables required to execute the Project. (5 points)

iii. Project Implementation Plan: with reference to Section 3 Terms of Reference, Clause 4.2, and the Project Implementation Plan found therein:

a. The Regeneration Plan for the area of St Paul's Bay including Bugibba, Qawra, Xemxija and Salina is intended to review the current and existing situational analysis and propose concrete measures to upgrade the area over a period, medium to long term (10 years), with the aim to achieve a sustainable and liveable environment both for the residents and the tourists. Thus, bidders

<p>are to explain how the measures will be organised to ensure high quality delivery of the proposed plan over a medium to long term period (10 years). (6 points)</p> <p>b. Special note is to be made of any contingency allocated to certain tasks and an explanation as to why such a contingency has been granted. Bidders are to identify any issues that may arise during the preparation of the Regeneration Plan and explain the contingencies that will be implemented to reduce potential delays and setbacks and keep within the timeline of the project. (6 points)</p>		
<p>4. Project Management and Team</p>		
<p>i. Further to Section 3, Terms of Reference, Clause 4.2 and Clause 6:</p> <p>a. Tenderers are to explain the roles and responsibilities of the proposed team and how these will be distributed for each task. The tenderer should be demonstrative by providing an organizational team structure specific to the contract and explain how the organisation and structure of the proposed team will allow requirements to be met and expected results to be delivered. (4 points)</p> <p>b. Tenderers should provide details on the allocation of time and human resources per task</p>	<p>This criterion will assess how the roles and responsibilities of the proposed team are distributed for each task. Assess the balance of the proposed team members in the fields of expertise relevant for the required service. It will also assess the allocation of time and human resources and the rationale behind the choice of this allocation; demonstrating that milestone tasks are properly catered for. Finally, this criterion should assess how the organisation and structure proposed, will allow the requirements to be met and expected results to be delivered. For the above, <i>the marks allotment shall be within a spectrum from 0 to 100%</i></p>	<p>8%</p>

<p>and the rationale behind the choice of this allocation. (4 points)</p>		
<p>ii. Further to Section 3, Terms of Reference, Clause 6.1, Key Experts:</p>	<p><b>Key Expert 1 - Team Leader (4 points max)</b></p> <p>The nominated key expert shall have at least 3 years' experience in a similar role (1 point)</p> <p>More than 3 years' experience (2 points).</p> <p>Furthermore, the key expert shall have at least an MQF level 7 (or equivalent) Qualification in Business Administration and/or Architecture/Civil Engineering or Project Management(1 point).</p> <p>More than level 7 (or equivalent) Qualification (i.e Level 8 (or equivalent) (2 points)</p> <hr/> <p><b>Key Expert 2 - Socio- Economic Development Specialist (4 points max)</b></p> <p>The nominated key expert shall have at least 3 years' experience in participatory research (1 point)</p> <p>More than 3 years' experience (2 points).</p> <p>Furthermore, the key expert shall have at least an MQF level 7 (or equivalent) Qualification in Community Development or Anthropology (1 point).</p> <p>More than level 7 (or equivalent) i.e. Level 8 (or equivalent) Qualification (2 points)</p> <hr/> <p><b>Key Expert 3 - Transportation Planner (4 points max)</b></p> <p>The nominated key expert shall have at least 3 years' experience in Transport and Traffic impact assessment (1 point)</p> <p>More than 3 years' experience (2 points).</p> <p>Furthermore, the key expert shall have at least an MQF level 6 (or equivalent) Qualification in Civil Engineering, Environmental Engineering, Planning or Architecture (1 point).</p>	<p>34%</p> <p>(Unless otherwise stated in the specific sub-criteiron - marks are not cumulative and will only be allotted for the highest qualification/years of experience)</p>

More than level 6 (or equivalent) i.e. Level 7 (or equivalent) or 8 (or equivalent) Qualification (2 points)

**Key Expert 4 - GIS Expert (2 points max)**

The nominated key expert shall have at least 3 years' experience in a similar role (1 point)

More than 3 years' experience (2 points).

**Key Expert 5 - Infrastructure Consultant (4 points max)**

The nominated key expert shall have at least 3 years' experience in a similar role (1 point)

More than 3 years' experience (2 points).

Furthermore, the key expert shall have at least an MQF level 6 (or equivalent) Qualification in Environmental/Engineering/Sciences/Architecture (1 point).

More than level 6 (or equivalent) i.e. Level 7 (or equivalent) or 8 (or equivalent) Qualification (2 points)

**Key Expert 6 - Environmental Specialists (4 points max)**

The nominated key expert shall have at least 3 years' experience in a similar role (1 point)

More than 3 years' experience (2 points).

Furthermore, the key expert shall have at least an MQF level 6 (or equivalent) Qualification in Environmental Planning, Environmental Management, Environmental Design, Environmental Engineering or Earth Science (1 point).

More than level 6 (or equivalent) Level 7 (or equivalent) or 8 (or equivalent) Qualification (2 points)

**Key Expert 7 - Urban Planner (4 points max)**

The nominated key expert shall have at least 3 years' experience in a similar role (1 point)

More than 3 years' experience (2 points).

Furthermore, the key expert shall have at least an MQF level 6 (or equivalent) Qualification in Urban Planning (1 point).

More than level 6 (or equivalent) Level 7 (or equivalent) or 8 (or equivalent) Qualification (2 points)

**Key Expert 8 - Financial Analyst (4 points max)**

The nominated key expert shall have at least 3 years' experience in a similar role (1 point)

More than 3 years' experience (2 points)

Furthermore, the key expert shall have at least an MQF level 7 (or equivalent) Qualification in Finance or Accountancy (1 point).

More than level 7 (or equivalent) i.e. Level 8 (or equivalent) Qualification (2 points)

**Key Expert 9 - Architect (Perit) (4 points max)**

The nominated key expert shall have a warrant to practice as an architect (Perit) in Malta (1 point)

If the expert is a warranted architect but also has more than 3 years' experience post warrant (1 extra point will be allotted)

If the Perit has also a Masters (MQF Level 7) ( or equivalent) in Urban Design Qualification (2 more points will be allotted)

## SECTION 2 - 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 may be indicated afterwards.

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

- 2.4 All communication shall be made in writing (including e-mail).

Details of the contact person will be communicated upon signature of the contract.

The Contractor shall answer all communication received from the Project Leader within two (2) working days or within the timeframe specified by the Project Leader.

- 2.5 The contract is made up of the following documents, in order of precedence:
- (a) the signed agreement;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's terms of reference and design documentation;
  - (e) the Contractor's technical offer, and the design documentation submitted by Contractor (drawings);
  - (f) the financial bid form (after arithmetical corrections if any)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

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

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

- 6.1 Further to the provisions of the General Conditions, the Contractor shall be responsible for obtaining all permits, visas, authorization or licenses required for the performance of its obligations under the contract.

### *Article 7: General Obligations*

- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it to the Contracting Authority together with an original Performance Guarantee. The contract will not be endorsed by the Contracting Authority until the performance guarantee is submitted. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% of the contract value where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.
- 7.15 The performance guarantee shall be released within 30 days of payment 6 (see Art 26.1 below).

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

- 13.2 The Contractor shall submit to the Contracting authority evidence of professional indemnity insurance covering the Contractor's liabilities under the Contract. This insurance shall be maintained during the whole period of execution of the Contract. The professional indemnity insurance shall have a minimum cover of €500,000 per occurrence and an aggregate limit of €2,000,000.

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

- 14.3 Further to the General Conditions, all information disclosed by the Contracting Authority to the contractor in relation to this contract as well as any and all documentation compiled shall remain the property of the Contracting Authority and such information cannot be used elsewhere by the Contractor unless prior written approval is obtained from the Contracting Authority. Upon signing of contract, the contractor will be asked to sign a Non-Disclosure agreement.

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

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

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

- 18.1 The Contracting Authority shall advise the Contractor of the date on which performance of the contract is to commence by administrative order issued by the Project Manager. The administrative order will be issued within two (2) weeks from date of signing of the contract.
- 18.2 The time-limits for the execution of the contract shall be 52 weeks from date of commencement. The contractor will be bound by a further 52 weeks, after execution, for any request for consultation with the Contracting Authority and to reply for any request for clarification or rectification.

#### ***Article 19: Delays in Execution***

- 19.2 The Contractor shall be liable to pay the Contracting Authority a penalty of €500 (five hundred Euros) per day delay in the delivery of the required services, up to a limit of 20% of the total price.

If the maximum penalty is reached, the Contracting Authority reserves the right to invoke Article 34.2 of the General Conditions and seek the services of a third party for the required services, the cost of which will have to be borne by the original contractor.

Apart from the penalty indicated in the preceding clause, should the Contractor withdraw from the contract he shall be liable to pay the Contracting Authority 10% of the total contract value.

#### ***Article 20: Modification of the Contract***

- 20.5 Not applicable.
- 20.6 Further to the General Conditions, the percentage allowed as modification for Addition of service shall not exceed 20% of the total contract value.

The Contracting Authority will make use of this modification where the volume of the works increases in such a way as to result in additional area being considered for this project.

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

- 24.1 Further to the provisions of the General Conditions, Reports shall be presented to the Contracting Authority as and when requested, and meetings are to be held with the Project Manager when required. The Project Manager may request a meeting with the Contractor within same day notice and vice-versa.

Specifically, the following reports are expected:

- a) An Inception Report shall be submitted within Month 1 from the Commencement Date of this Contract. The report shall include:
- i. mobilisation Plan;
  - ii. approach and methodology;
  - iii. task allocation within permissible time frame;
  - iv. key personnel and supporting staff along with deployment schedule;
  - v. targets to be achieved within the execution period

- vi. review of existing policies, framework and guidelines;
- vii. stakeholders list
- vii. identification of key issues.

b) Monthly Progress Reports: (structure of report to be agreed upon by CA and the Contractor but at a minimum to include reference to log of formal meetings, key decisions and actions taken during the reporting period.) Progress reports must be prepared every month during the period of execution of the contract. Where applicable monthly reports must be accompanied by a corresponding Request for Payment as indicated in Article 26 below.

c) Final Regeneration Plan Report which shall include the full review of the current situation, findings, development strategy, case studies, proposed measures/deliverables and any annexes to the strategy, including a Master drawing showing all the proposed measures, as well as separate drawings for each measure (as applicable). The strategy is to include an Executive Summary and highlight of any pertinent details as requested in Section 3, Terms of Reference.

The final Regeneration Plan report should be presented in soft version including 5 USB pen drives, as well as 5 hard copies in A3 format including all annexes and drawings.

In addition, a power point presentation should be prepared summarizing the main findings and proposed measures/deliverables for the implementation of the Regeneration Plan. This power point presentation should be delivered by the Consultants in the form of a presentation to a selected audience on at least 5 separate occasions, at no extra cost to the Contracting Authority.

The Contracting Authority maintains the right to request any clarification, rectification or information, to the Regeneration Plan as and when required during the first 52 weeks of the implementation period and the other 52 weeks from the provisional acceptance until the final acceptance.

The Contracting Authority reserves the right to maintain copies of all correspondence and records relating to this contract, including any correspondences, registration forms used during the exercise, and any other information related to this project. Copies of all records shall be forwarded to the Contracting Authority as and when requested. All documents collected pertaining to this tender remain the property of the Contracting Authority, and the Consultants will have no further rights and/or claim for additional fees. The contractual relationship by the Consultants with the contracting Authority will be terminated as per tender specifications (that is 104 weeks in total from the order to start works).

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

26.1 This is a global-price contract.

Narrative	Percentage (%) - Payments shall be paid against the submission and approval of the corresponding progress reports and against an approved Request for Payment.
Payment 1	1st month - 10% (upon the presentation and acceptance of the Inception Report)
Payment 2	4th month - 15% (upon the presentation and acceptance of the 3rd Progress Reports)
Payment 3	6th month - 20% (upon the presentation and acceptance of the 5th Progress Reports which should include the conclusion of the stakeholder's meetings with at least 90% of those identified in the inception report)
Payment 4	9th month - 20% (upon the presentation and acceptance of the 8th Progress Report including the presentation of the 1 <sup>st</sup> draft of the Regeneration Plan for review with the Contracting Authority and other stakeholders, as applicable)
Payment 5	12th month - 25% (upon the presentation and acceptance of the final Regeneration Plan report and a power-point



	presentation to the Contracting Authority/stakeholders and as per Article 24 of the Special Conditions.
Payment 6 (Final Payment)	10% - 12 months following the submission of the Regeneration Plan, (for any request by the Contracting Authority to the Contractor for clarification, rectification, or information -i.e 24 months)

Further to the provisions of the General Conditions, payments will be made as per Financial Bid Form.

Payments shall be completed within 60 days from the notice of payment application. Also payments can only be processed if the deliverable in question is completed in totality; no partial deliverable payments shall be allowed.

The Contracting Authority reserves the right, at its discretion, after the satisfactory completion of one or any number of Tasks, not to pursue the execution of any one or more of the Tasks in the event of any one of the following:

1. Change in the official policy;
2. No Permits are granted;
3. Lack of adequate financial resources;
4. Any other reason not within the jurisdiction of the Contracting Authority;

Provided that the associated risk shall be borne by the Contracting Authority such that, in such an event, a nominal 5% of the value of the unexecuted portion of those Tasks which have already commenced, shall become due to the Contractor in terms of the full and final liquidation of losses by the Consultant. However, the Consultant shall NOT be entitled to any additional payments or to any payment with respect to other Tasks that have not yet commenced in line with the approved Programme/Schedule of Works. NO payments will be done by the Contracting Authority for non-provided services and by doing so the Contracting Authority would not be held liable to damages or other costs whatsoever.

**Article 27: Financial Guarantee**

Not applicable.

**Article 30: Revision of Prices**

- 30.1 Revision of prices is not allowed.

**Article 39: Further Additional Clauses**

- 39.1 A fine of €250 per day, will be imposed for each infringement related to Key experts (€250 per day until issue indicated on NCR is resolved). Such infringement could include; failure to be on-site/attend meetings as per tender requirements or as requested by the Contracting Authority, failure to provide necessary reports, direction, certification, failure to have the requested certificates, documentation.

## SECTION 3 - TERMS OF REFERENCE (Note 3)

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

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta.

#### 1.2 - Central Government Authority

Department of Contracts.

#### 1.3 - Contracting Authority

The Tourism Zones Regeneration Agency is a public entity that is responsible for the upkeep of the main tourism zones by means of regular repairs, maintenance and embellishment and the implementation of projects related to the upgrading of the tourism product. In addition, the entity is responsible for the preparation and coordination of the implementation of Regeneration Plans, town centre management and the upkeep of beaches. These roles are implemented in full coordination with the Malta Tourism Authority, the Local Councils and other public and private entities. The Tourism Zones Regeneration Agency forms part of the Ministry for Tourism.

The Regeneration Plan for the area of St Paul's Bay including Bugibba, Qawra, Xemxija and Salina is intended to review the current and existing situational analysis and propose concrete measures to upgrade the area over a period, medium to long term (10 years), with the aim to achieve a sustainable and liveable environment both for the residents and the tourists. The Regeneration Plan shall include a review of the existing planning framework, land-use, physical and social infrastructure, demographic and socio-economic characteristics. It will take a holistic view of the area in terms of issues related to the environment, economic, infrastructure, the social and hospitality sector.

The Contracting Authority is requesting offers from Consultants and other companies through an open competitive bidding process in accordance with the procedure set out herein, for the preparation of the Regeneration Plan.

#### 1.4 - Relevant Country Background

Malta is an island-state located in the Mediterranean Sea, south of Sicily (Italy). It consists of three islands: Malta, Gozo and Comino, of which Malta is the largest island. Malta became an EU member in May of 2004, and Malta had its first EU Presidency from January to June 2017. The Maltese commercial community is very active, and Malta is considered as one of the highest expanding economies in the EU. This has driven up a number of challenges in urban and other areas around Malta.

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

St. Paul's Bay Village, Bugibba, Qawra, Xemxija and Salina

Forming part of the North Region of Malta, the village of St. Paul's Bay (San Pawl il-Baħar) is situated 16 kilometres to the North West of the capital city Valletta and covers an area of 14.53km<sup>2</sup>. Apart from St. Paul's Bay, several other areas are incorporated within the confines of the Local Council, namely Burmarrad, Bugibba, Qawra, Wardija, Xemxija, Pwales, Imbordin, Imselliet, San Martin, and parts of Mistra, Bidnija and Salina. The locality is adjoined by the localities of Mellieħa, Naxxar, Mosta and Iġġarr.

From a small village, with a population of 185 persons in 1901, the village developed to become Malta's most populated locality, with a population of 32,204 permanent residents (National Statistics Office, 2019). Being a hub for tourism and a much sought-after summer residence resort, the population during summer months exceeds 70,000. Around 40% of incoming tourists are lodged in accommodations within the locality of St. Paul's Bay. The economy which was based on agriculture and fisheries is now oriented towards tourism and services. Notwithstanding vast built-up areas, the locality still retains areas of countryside, some of which are high scenic. There are also areas of agricultural value and of archaeological importance.

The main urban area with the Local Council boundary includes the Qawra peninsula to the east which merges into Bugibba, which then coalesces into the old village of St. Paul's Bay.

The Qawra peninsula, generally demarcated by Triq il-Korp tal-Pijunieri and Triq Ghawdex to the west, the coastline to the north and east and the last stretch of the coast road (Kennedy Drive) to the south, has four main physical features which contribute towards its present character:

The rocky coast which includes Grade 1 scheduled entrenchment and tower, considerable amounts of vacant land, especially towards the core, low density areas dominated by low-rise detached building to the north, and small pockets along the eastern coast. The remaining areas are dominated by recent building of a speculative nature and design with heights reaching even seven and eight floors on particular streets.

Land-uses within the peninsula follow, to a certain extent, the physical characteristics described above. The stretch of coast overlooking Salina Bay is intensively used for tourism and entertainment, while the rest of the coast, up to the New Dolmen Hotel, is relatively free of structures and used for recreation, mainly swimming and diving. This stretch is characterised by numerous boathouses, constructed below the promenade, which serve mainly as summer residences. Another group of boathouses are located close to the Salina Salt pans.

The vacant land, in the core is mostly abandoned, the only large-scale development being the recent construction of a school in the area. A large portion of this area is earmarked as "public open space" and this has prevented its development. This presents an opportunity to provide required community facilities, such as landscaped public areas and sport facilities serving a wider region. The low-density areas are still predominantly residential, with some tourism, entertainment and retail uses dispersed within them. However, their location in the midst of mixed uses has compromised their future development as residential areas. The remaining areas contain mixed uses but tourists' accommodation facilities are concentrated in an area adjacent to the low-density area.

Bugibba's main difference to Qawra is that it is mostly built up and contains older buildings dating back to the 1950's and 1960's. The housing estate near the entrance to Bugibba is a particular characteristic of the area. Land-uses are mixed with a concentration of retail and entertainment along the coast, especially around the pedestrianised main square, and tourism and entertainment scattered throughout. The diversity of uses is significantly reduced when the activities at first floor are considered. The upper floors, except for tourism facilities, are completely dominated by residential uses.

The village of St. Paul's Bay has a different character to the rest of the built-up area as it is dominated by residential uses with an increasing number of shops located mainly along Mosta Road and St. Paul's Street. Due to the development on the foreshore the characteristic of a quaint fishing village are being put at risk. Areas like Gillieru and Veccia are an example of this. The village core has a designated urban conservation area and a number of listed buildings, including a Knight's tower, but recent developments have adversely affected the quality and character of this UCA. Sections of the coast have been scheduled for their ecological importance. A particular issue for the St. Paul's Bay / Bugibba / Qawra area is its emergence, over a period of time, as a focal point for the location of entertainment and tourism facilities. San Pawl il-Baħar Council area account for around 40% of the national tourist accommodation, including a mix of hotels and self-catering accommodations, amounting to over 7,000 beds. The area also hosts hundreds of restaurants and bars, dispersed throughout the Qawra/Bugibba area, which attract large numbers of pedestrian and vehicular movements and generate activities during the night and early hours of the morning, especially during the summer season. The concentration of entertainment and tourist facilities is significantly less in the village of St. Paul's Bay.

A common feature within the St. Paul's Bay locality is the promenade, which is being upgraded, running almost continuously along the coast from Xemxija to Veccia and from Gilleru to Salina. The overall attraction of the locality for visitors and the intensity of the different, often conflicting, land uses, results in severe traffic congestion and parking problems through out the year, intensifying in the peak summer season.

The main planning issues in St. Paul's Bay / Buġibba / Qawra / Salina areas can be summarised as follows:

- Conflicting land-uses, creating adverse impacts due to varied operational requirements;
- Significant pressures for increasing building densities through increase in building heights and re-zoning of low-density areas;
- Increasing visitor pressures on the existing public spaces created by the intensive tourism and entertainment uses, which have aggregated over the past;
- Pressures for re-development of existing building of architectural value within the urban conservation area;
- Traffic congestion, parking problems and pedestrian/vehicular conflicts, especially during the summer months;
- Poor quality building design;
- The need to safeguard the land for a regional sports complex to allow the national strategy for sports facilities to be implemented. Also areas for recreational space.

### **Xemxija**

Xemxija is a growing settlement on the northern coast of ir-Ramla tal-Pwales Bay and is physically distinct from the main urban area of St. Paul's Bay by the Pwales Valley. The steeply sloping land on which Xemxija is located and the current policies on interpretation of building height limitations have dictated the settlement's urban form, which is dominated by high blocks, often with exposed party walls and used mostly for residential purposes.

The arterial road, serving as the only major link to the north of the island, and giving access to a number of restaurants and shops, separates Xemxija into two parts, the western part on the sloping terrain and the eastern part which is made up of 1960's villas and apartments, mostly on two floors and made up of detached buildings. Some of these villas have been developed into blocks of apartments for residential purposes. The church and ecclesiastical building at the top of the hill constitute an exception to the surrounding buildings.

The western part is dominated by an abandoned and derelict large tourist accommodation (ex-Mistra Village), at the top of the hill, which is up for redevelopment, and other hotels at the bottom of the hill, in the Pwales area. Substantial amounts of land zoned for villa development in the 1988 Temporary Provisions Scheme are still vacant and a plot of land on the highest part of Xemxija contains archaeological remains and has remained undeveloped.

The main planning issues in Xemxija can be summarised as follows:

- Traffic generated by business uses and direct access on the arterial road creates conflicts between need for access and traffic safety for vehicles and pedestrians;
- Pressures for more intensive development, especially on sites zoned for villas;
- Encroachment of residential area by tourism and business activity;
- Adverse visual impact of height buildings.

Reference: Planning Authority - North West Local Plan; San Pawl il-Bahar Local Council

## **2. Contract Objectives and Expected Results**

### **2.1 - Overall Objectives**

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

- to review the existing situation by a comprehensive assessment of the existing situation and the identification of the general trends of socio-economic development at the Project area. This will concentrate on the assessment of available data and information and accuracy of

this data in terms of quantity, quality and its adequacy for the purpose of the preparation of the Regeneration Plan.

- Based on the final Vision, Strategy and Analysis, the Consultants shall finalize the Regeneration Plan and submit results and measures/deliverables as required in section 4.2 - Specific Activities (below).

## **2.2 - Specific Objectives**

The specific objectives of this contract are as follows:

- A better and safer living environment
- A better organisation of the available open spaces
- A better road, sea and transport network
- A better infrastructure for waste, cleanliness, water, power and telecommunications
- An improved environment for residents and tourists to enjoy
- Innovative and value adding products and services in the tourism and hospitality sectors
- A client centred approach in addressing social issues
- A stakeholders-input based approach for review and recommendations
- A Regeneration Plan with a holistic and structured measures for implementation over a 10 year period

These specific objectives will be addressed for six main sectors, listed below;

- Spatial Planning and Sustainable Urban Development
- Infrastructure and Development
- Economic and Talent Development
- New Economy
- Sustainable Tourism
- Social Development

## **2.3 - Results to be achieved by the Consultant**

- Existing situation analysis
- Vision planning for holistic development of the area
- Strategy Formulation
- As specified in section 4.2 - Specific Activities (below)
- Measures/deliverables to be proposed for each specific activity/sector

## **3. Assumptions and Risks**

### **3.1 - Assumptions Underlying the Project Intervention**

- Good cooperation between the Consultant and the Central Government Authority, CA
- The Consultant is assumed to be flexible and capable of respecting strict deadlines and work under pressure.
- The Consultant's team is adequately trained and qualified for the requirements of these Terms of Reference.
- The stakeholders will cooperate and provide feedback on specific issues/cases

### **3.2 - Risks**

- Change in targets during the compilation of the Regeneration Plan
- Limited co-operation by all or some of the Stakeholders
- Unreasonable delays in obtaining published information

## **4. Scope of the Work**

### **4.1 - General**

#### 4.1.1 *Project Description*

Regeneration Plan.

#### 4.1.2 *Geographical Area to be covered*

St Paul's Bay, Bugibba, Qawra, Xemxija and Salina, as per area outlined in Block Plan 01. The Contracting Authority reserves the right to consider an increase in this area by not more than 10% of the area identified in Block Plan 01.

#### 4.1.3 *Target Groups*

Ministry for Tourism, Tourism Zones Regeneration Agency, other public entities/sector, San Pawl il-Bahar Local Council, other entities, as appropriate and the local community/general public.

#### 4.2 - *Specific Activities*

The scope of services but not limited to be taken up by the consultant are as follows:

- i. Comprehensive assessment of the existing situation and identification of the general trends of the Project area. Furthermore, the consultant shall concentrate on the assessment of available data and information and accuracy of this data in terms of quantity, quality and its adequacy for the purpose of the preparation of the intended Regeneration Plan.
- ii. The Consultant shall undertake a review of the existing Local Plan and other documents published by the Malta Planning Authority, development guidelines and policies of state agencies. The Consultant shall meet with the Planning Authority, Transport Malta, Foundation for Social Welfare Services, ERA, Infrastructure Malta, Enemalta, Water Services Corporation, Lands Authority, Malta Tourism Authority and other stakeholders including the general public & implementing entities, as agreed with the CA.
- iii. The Consultant shall meet and undertake a review of the existing and proposed concerns and actions by the major stakeholders including the San Pawl il-Bahar Local Council, Malta Hotels and Restaurant Association (MHRA), The Malta Chamber of Commerce, the Chamber for SMEs, the Police Department, main NGOs, and other stakeholders as agreed with the CA.
- iv. Identify the gaps in terms of information needed and the approach and methods to overcome such deficiency for the area as a whole and the different specific needs of the localities within the area.
- v. The Consultant shall review case studies of at least 2 locations where a regeneration plan of tourism resort towns with a concentration of local residents has been implemented in the past 10 years. With at least 1 location set in the Mediterranean area ideally of the same topology as Malta. The Consultant shall benchmark the St. Paul's Bay area with the best practices identified from the 2 locations of the tourism resort towns. The studies are to be presented in the final Regeneration Plan.

Preparation of strategy for the sectors listed below and Integration into the Regeneration Plan by mapping the measures and initiatives that will be proposed:

##### **A. Spatial Planning and Sustainable Urban Development**

St. Paul's Bay, Bugibba, Qawra, Xemxija and Salina necessitate a focused approach towards an integrated system where land use, planning and sectorial policies are in synergy with area characteristics. Spatial planning should be providing an expression to the economic, social, cultural and environmental policies relevant to the island's balanced regional development. Optimal use of land increases the chances that land is available for the future envisaged spatial development requirements. It also safeguards and enhances the unique cultural and natural characteristics, which are an important requirement for economic growth capable of improving the quality of life.

The strategy must be addressing but not limited to the following:

- A better quality of life for the residents of the area and visitors.

- A natural network of open space to be enjoyed by the community.
- Safeguards the green open spaces which are the area green lungs.
- Ensures that the local communities remain vibrant and alive.
- Manages economic development to one that is consistent with and true to sustainable development.
- Planning and building a sustainable environment that contributes to economic prosperity of present and future generations.

It is expected that the Consultants will follow the current Local Plan published by the Planning Authority though they are encouraged to propose recommendations for the amelioration of the area in question. However, for practical reasons, concrete measures in spatial planning should mostly be based on the parameters and guidelines of the current Local Plan and other documents published by the Planning Authority of Malta.

## **B. Infrastructure, Transport and Development**

Infrastructure, Development and Accessibility plays a key role in the process of improving the quality of life and economic well-being. The preservation of area has and is being challenged in view of development and infrastructure pressures. The concept shall be of actions circulating around the pillars of sustainable development namely the economy, environment, society, accessibility and culture.

- The strategy must be addressing but not limited to the following: Keep the area an attractive place to live and work including waste management and cleanliness
- Build a safe and resilient infrastructure
- Improve accessibility and connectivity in order to increase the productive capacity of the Project area economy
- Support infrastructure for fishermen and farmers in building sustainable enterprises
- Propose measures to counter climate change impacts through technological developments including for sanitary and safety standards.
- Protect and enhance the area biodiversity, natural, traditional and historical heritage.
- Propose measures to improve and facilitate land and marine transport including new transport hubs and multi-modal means of transport
- Identification of 'visual' pollution and 'dark' spot areas including signages, architecture, furniture, other elements that deteriorate the open space, visual impact.
- Propose, new parking facilities and new pedestrian zones. Improve existing pedestrian areas including roads and pavements, parking for vehicles and new modes of transports.
- Handover to future generations a sustainably managed environment.

## **C. Economic and Talent Development**

The area has traditionally been centred around a few sectors namely the tourism, retail and hospitality sectors. Over the last four decades, a stronger shift towards services became more evident but a manufacturing base, albeit small, is present and should be supported. Irrespective of the type of activity, human talent is central to economic development. The area can offer a quality lifestyle location of choice for work, education, innovation, culture, health and tourism. The area stands to gain by attracting talent and promote the provision of training and skills learning, organisation and career development.

The strategy must be addressing but not limited to the following:

- Create Productive Jobs.
- Make the area an attractive place to work.
- Analyse if there is a skill development gap between the area and other parts of Malta and suggest the creation of higher value-added employment and/or training and development.
- Provide opportunities for micro firms.

#### **D. New Economy**

A holistic approach designed specifically for the area is to be considered for the development of a digital and innovative eco-system to establish the Project area as a potential centre or 'test' area of excellence in research and innovation. The area could have the potential to attract new, high growth service industries that are on the cutting edge of technology and that can be an important driving force of economic growth and productivity. An analysis should be made on whether or not to propose this second economic pillar as a sustainable addition to the main economic services sectors that mostly revolve around the hospitality, retail and tourism sectors.

The strategy must be addressing but not limited to the following:

- Close the skill development gap between the area and other parts of Malta through the creation of higher value-added service activities.
- Develop an eco-system of service companies in the digital sector with special focus on the tourism and hospitality industries.
- Attract talent, including remote working, required to allow these new economy sectors to expand to their full potential.

#### **E. Sustainable Tourism**

Tourism related activities generate considerable income and employment in the economy of St. Paul's Bay, Bugibba, Qawra, Xemxija and Salina area. It is a pillar of the mentioned area economy. At the same time, increased activity inevitably put pressures on the infrastructure and the environment. Thus, it is essential that more emphasis is made on the quality rather than on the quantity. This implies that certain type of tourism is incentivised and supported while monitoring takes place on other types of activities to be able to take corrective action when necessary to minimise any undesirable consequences.

The strategy must be addressing but not limited to the following:

- Increase the quality of visitors and decrease seasonality.
- Improve the visitor's journey experience by partnering with the private sector to improve the Project area,
- Heighten the St. Paul's Bay, Bugibba, Qawra, Xemxija and Salina communities' awareness and appreciation of our natural, traditional and historical heritage.
- Clearly identifying the brand and product focus for the area, especially since the area in question is characterised by different localities with specific needs, challenges and opportunities. This should include brand identity, values, objectives, positioning & strategy.
- Increase returning visitors.
- Create new 'anchor' attractions related to water sports including diving centers, archaeological and historical, religious tourism, amongst others
- Propose ways to improve the quality of the catering businesses
- Propose Family attraction tourism
- Propose specific niche open air events

#### **F. Social Development**

Social sustainability and inclusion are central to improve the overall well-being and standard-of-living of every citizen. Social development is based on the willingness to nurture a people-centred culture that promotes equity, inclusivity, social justice, and sustainability to develop resilient and responsive communities. Social development addresses the specific and long-lasting demographic, economic, and environmental vulnerabilities, by investing in citizens to increase social capital to enable shared prosperity. Future social development for sustainability and inclusion will require all



socio-political institutions and sociocultural systems to adjust their operational processes and practices to build up their abilities to withstand shocks to successfully meet the challenges of a multi-cultural town with over 50 different nationalities residing in this area.

The strategy must be addressing but not limited to the following:

- Strengthen the society and its communities' underlying social capital.
- Address the needs of the elderly members and promote active ageing.
- Support the youth and families.
- Develop secure communities including through the Community Policing.
- Address social exclusion and discrimination.
- Facilitate the assimilation of an increasing diverse population.
- Ensure adequate social and educational development infrastructure.
- Develop appropriate and effective responses to housing needs.

In all sector analysis and recommendation of measures, the following should be noted and adhered to:

- It is not within the scope of this contract for the Consultants to review the set-up and operations of the State agencies or other bodies (public and private) but to propose measures with the aim to enhance the services already provided or could be provided (where applicable)
- Each measure proposed should include a time duration plan from commencement to completion (including any studies and permits required)
- Each measure proposed should be costed, including soft and hard costs with high level classification and categorisation of the costs.
- Each measure should be supplemented by drawings, these are to include concept sketches/description, schematic diagrams and 3D visuals, if applicable, and as directed by the CA
- It is expected that a minimum of 6 measures will be proposed for each of the six sectors listed above. Measures already publicly announced/proposed/approved by public entities and/or the private sector, for example, the METRO stations, new lido/s and existing social measures in the area, whilst these should be included in the presentation of the holistic plan, they should not be listed by the Consultants as new measures for any of the six sectors listed. However, measures suggested by the stakeholders during the contract period, may be included as NEW measures, provided that these measures have not been publicly announced as described previously in this paragraph. In the case that a new measure is suggested by one of the stakeholders during the contract period, this shall be referenced as such in the final Regeneration Plan. The Contracting Authority reserves the right to approve or otherwise of these new measures for inclusion in the Final Regeneration Plan, such measures must be implementable, feasible and costed.
- An order of sequence based on the importance and prioritisation for the measures to be implemented should be listed for each sector and another list of sequences for all sectors combined. A graphic schedule in the form of a Gantt Chart shall also be presented for each sector, and all sectors combined.
- All New proposed measures, a minimum of 36 in total (minimum of 6 new measures per sector) should be presented in one holistic Master Regeneration plan (including drawings) clearly identifying the location and extent of the New proposed measures. All new measures are to be implementable, feasible and costed.
- The Contracting Authority reserves the right to consider accepting a lower number of new measures for any of the six sectors listed provided that the overall number of new measures are not less than 36.
- The Contracting Authority reserves the right to approve, or otherwise all of the NEW measures that will be proposed in the Final Regeneration Plan, ALL measures must be implementable, feasible and costed.

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

Tourism Zones Regeneration Agency

#### 4.3.2 Management Structure

A Project Manager/Leader, under the guidance of the CEO shall be identified by the Tourism Zones Regeneration Agency.

### 5. Logistics and Timing

#### 5.1 - Location

St. Paul's Bay Village, Bugibba, Qawra, Xemxija and Salina.

#### 5.2 - Commencement Date & Period of Execution

As per Article 18 of the Special Conditions.

### 6. Requirements

#### 6.1 - Personnel and Key Experts

1.	Team Leader	Shall have at least a Qualification minimum MQF level 7 or equivalent, in Qualification in Business Administration and/or Architecture/Civil Engineering or Project Management. Shall have knowledge as a Team Leader for Urban and Regional Planning assignments of similar magnitude and nature. Shall have knowledge as Team Leader in formulation of Regeneration Plans/Master Plans/Regional Plans/Sub-Regional Plans. It is the role of the Team leader to keep minutes of all meetings held with stakeholders, the Contracting Authority and any other entity. It is expected that the Team Leader will be employed full time on this contract to ensure quality and timely delivery of the Regeneration Plan. The nominated key expert shall have at least 3 years' experience in a similar role.
2.	Socio-Economic Development Specialist	Shall have at least a Qualification minimum MQF level 7 or equivalent, in Community Development or Anthropology. The nominated key expert shall have at least 3 years' experience in participatory research.
3.	Transportation Planner	Shall have at least a Qualification minimum MQF level 6 or equivalent, in Civil Engineering, Environmental Engineering, Planning or Architecture. Shall have relevant knowledge in transport planning assignments in villages/cities/regions. The nominated key expert shall have at least 3 years' experience in Transport and Traffic impact assessment.
4.	GIS Expert	Shall have knowledge of using a GIS platform. The nominated key expert shall have at least 3 years' experience in a similar role.
5.	Infrastructure Consultant	Shall have at least a Qualification MQF level 6 or equivalent, in Environmental/Engineering/Sciences/Architecture. Shall have knowledge in assignments of planning/designing of integrated infrastructure (water supply, sewerage and sanitation and drainage) of cities/urban areas. The nominated key expert shall have at least 3 years' experience in a similar role.

6.	Environmental Specialists	Shall have at least a Qualification MQF level 6 or equivalent, in Environmental Planning, Environmental Management, Environmental Design, Environmental Engineering or Earth Science. Shall have knowledge in preparation of strategic Environment plans. Should be conversant with safeguard policies of national and international funding agencies. The nominated key expert shall have at least 3 years' experience in a similar role.
7.	Urban Planner	Shall have at least a Qualification MQF level 6 or equivalent, in Urban Planning. The nominated key expert shall have at least 3 years' experience in a similar role.
8.	Financial Analyst	Shall have at least a Qualification MQF level 7 or equivalent in Finance or Accountancy. The nominated key expert shall have at least 3 years' experience in a similar role.
9.	Architect	The nominated key expert shall have a warranted to practice as an architect(Perit) in Malta .

*No key expert shall take more than one role.*

#### **6.1.1 Other Experts**

CVs for experts other than the key experts, of whom the Bidder/Contractor might require to appoint, are not examined prior to the signature of the contract. They should not be included in tenders.

The Consultant shall select and hire other experts, as deemed necessary, to be able to fulfil the requirements of this tender in its entirety, and according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference. No extra costs shall be entertained by the Contracting Authority for any other experts engaged by the consultant.

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.

#### **6.2 - 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 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.

#### **6.3 - Equipment**

No equipment is to be purchased on behalf of the Contracting Authority/beneficiary country as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## 7. Reports

### 7.1 - Reporting Requirements

*As per Article 24 of the Special Conditions.*

a) An Inception Report shall be submitted within Month 1 from the Commencement Date of this Contract. The report shall include:

- i. Mobilisation Plan;
- ii. Approach and methodology;
- iii. Task allocation within permissible time frame;
- iv. Key personnel and supporting staff along with deployment schedule;
- v. Targets to be achieved within the execution period
- vi. Review of existing policies, framework and guidelines;
- vii. Stakeholder's list
- vii. Identification of key issues.

b) Monthly Progress Reports and meetings: (structure of report to be agreed upon by CA and the Contractor but at a minimum to include reference to log of formal touchpoints, key decisions and actions taken during the reporting period.) Progress reports must be prepared every month during the period of execution of the contract.

c) Final Regeneration Plan Report which shall include the full review of the current situation, findings, development strategy, case studies, proposed measures/deliverables and any annexes to the strategy, including a Master drawing showing all the proposed measures, as well as separate drawings for each measure (as applicable). The strategy is to include an Executive Summary and highlight of any pertinent details as requested in Section 3, Terms of Reference.

The final Regeneration Plan report should be presented in soft version including 5 USB pen drives, as well as 5 hard copies in A3 format including all annexes and drawings.

In addition, a power point presentation should be prepared summarizing the main findings and proposed measures/deliverables for the implementation of the Regeneration Plan. This power point presentation should be delivered by the Consultants in the form of a presentation to a selected audience on at least 5 separate occasions, at no extra cost to the Contracting Authority.

The Contracting Authority maintains the right to request any clarification, rectification or information, to the Regeneration Plan as and when required during the first 12 months of the implementation period and the other 12 months from the provisional acceptance until the final acceptance.

The Contracting Authority reserves the right to maintain copies of all correspondence and records relating to this contract, including any correspondences, registration forms used during the exercise, and any other information related to this project. Copies of all records shall be forwarded to the Contracting Authority as and when requested. All documents collected pertaining to this tender remain the property of the Contracting Authority, and the Consultants will have no further rights and/or claim for additional fees. The contractual relationship by the Consultants with the contracting Authority will be terminated as per tender specifications (that is 104 weeks in total from the order to start works).

### 7.2 - Submission & Approval of Progress Reports

A soft copy and two hard copies of the progress reports as per Article 24 of the Special Conditions referred to above must be submitted to the Contracting Authority identified in the contract. The progress reports must be written in English. The Contracting Authority is responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

During the period of this Service Contract, the Contracting Authority and the Consultant must keep an updated view of the progress made in the execution of this Contract so that quantitative comparison with all tasks described in this document can be made. It will be necessary that the Contracting Authority is able to evaluate the qualitative result of the work being carried out. In order to do this, each potential bidder is requested to propose important milestones in different stages of the project against which the Consultant will be assessed by the Contracting Authority. The actual progress of the contract will be monitored against these pre-defined and agreed milestones.

Furthermore, the Contracting Authority will utilise the following impact indicators in order to monitor the Consultant:

- Punctuality in preparing the requested Reports and documents;
- Successful submission on time of specific reports;
- (Prompt revision of specific reports following comments by the Contracting Authority and other local competent Authorities as applicable;
- Quality of deliverables in terms of information detail and relative compliance to the local scenario.
- Punctuality in any necessary consultation required by the Contracting Authority

## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### **4.1 - Draft Contract Form**

### 4.2 - Specimen Performance Guarantee

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt).

### **4.3 - General Conditions of Contract**

The full set of General Conditions for Services Contracts (Version 4.6) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://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.

### **4.4 - General Rules Governing Tendering**

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).