



04 March 2024

The Secretary
Public Contracts Review Board
Notre Dame Ravelin
Floriana

Dear Sir

OBJECTION by PKF Malta Ltd with reference to Tender “SPD 8/2023/149
- Tender for the provision of Consultancy Services to undertake a Study to assess
the feasibility of expanding Extended Producer Responsibility (EPR) obligations
to additional waste streams for the Environment and Resources Authority -
Tender ID: 000202337

Introduction

We write on behalf of PKF Malta Ltd (hereinafter “PKF”, or “Appellant”).

The Contracting Authority issued a request for tender for the provision of
Consultancy Services to undertake a Study to assess the feasibility of expanding
Extended Producer Responsibility (EPR) obligations to additional waste streams
for the Environment and Resources Authority.

PKF submitted an offer.

By means of a letter dated 21 February 2024, Appellant was informed that its offer was deemed as being financially non-compliant. By means of another letter dated 27 February 2024, such information was relayed once again, but the second letter showed a different term within which PKF was to file this objection.

Both letters stated that:

“The bidder was issued a clarification letter to verify the revised Grand total value of Schedule A + Schedule B which should read as €28,595.00. The bidder's response reiterated that the Grand Total value on the Financial Bid Form and XML should still read €28,500.00. This is not in line with the tender instructions 5(D)(i) which indicate that Schedule A and Schedule B financial proposals are to be summed up together for evaluation purposes. To this effect, the bid submitted is deemed financially non-compliant and should not be considered for final adjudication.”

The Contracting Authority's decision was to recommend the offer submitted by to Pricewaterhouse coopers for the price of €29,870.00 excluding VAT.

PKF felt aggrieved from this decision and thus by this present, is objecting to this decision, and is thus filing this appeal, and attaching herewith proof of payment of the required deposit.

Grievance

The Appellant's grievance is that it was in fact financially compliant, and that the Contracting Authority's reasoning in deeming it so is incorrect,

gravely illogical, and contrary to what was required in the tender document.

Firstly, it must be stated that at the very foundation of law is a legal maxim which has been stated to make up the “golden rule of legal interpretation” – *absurda sunt vitanda*.¹ It is the rule that calls against a literal interpretation of a legal document where it leads to illogical or repugnant conclusions; in the broader sense, the *absurda sunt vitanda* rule is based on the fact that the adjudicated shall avoid a situation of repugnance, some conflict or another unacceptable solution. In this case, the “golden rule” not only allows a choice to be made between different sensible literal meanings of a legal text but becomes an independent directive prejudging the content of the finally formulated provision in the law of a legal document. The rationale behind this is that the law is presumed to be logical, and thus any illogical interpretation thereof is seriously undesired.

This introduction to this objection is important, because here, the Contracting Authority persisted in an illogical interpretation of the tender document to deem PKF as being financially non-compliant. With due respect to the Contracting Authority, the decision is very evidently incorrect.

According to the tender, bidders had to submit two separate financial offers in the Financial Bid Form - the first ‘cell’ (in Schedule A) was the lump sum amount to carry out the feasibility assessment on the introduction of extended EPR obligations. The second ‘cell’ (Schedule B) in the Financial Bid Form requested an hourly rate, for the reasons provided in clause 20.6 of the Tender Document:

¹ Tomasz Stawecki: ‘Argument against Absurdity of Legal Reasoning—Fundamental, Subsidiary or Rhetoric?’
<https://www.academia.edu/4190499/Argument_against_absurdity_of_legal_reasoning_fundamental_subsidary_or_rhetoric>

“The Contracting Authority may make use of this modification for additional information/feedback that may be required following the presentation of this study and/or if a similar study on another additional waste stream is required. The rates applicable for addition of services shall be the hourly rate specified in the Financial Bid Form Schedule B.”

From the decision received, it seems that the Contracting Authority expected the bidders to add together the ‘final contract price’ in Schedule A, together with the hourly rate for modification in Schedule B to provide a grand total.

This makes absolutely no sense.

Not only it is the Tender Document itself that provides that it is only Schedule A that shall constitute the final price, but it also makes no mathematical sense to decide on a grand total made up of the lump sum as per Schedule A + one (1) unit of the hourly rate provided.

May it be reiterated that the final price relevant to the Tender Document was that to be submitted in Schedule A, so much that Clause 5 – Selection and Award Requirements, subclause D, in the Tender Document, states that “Schedule A shall be the Final Contract Price in the event of an award.” Indeed, the hourly rate quoted in Schedule B is not part of the final Contract Price but was to be applied separately through the modification clause. It is the Tender Documents itself, in Clause 5D(1), that states so. It states that: “Prices quoted in Schedule B shall NOT be part of the final Contract Price in the event of an award, however they will be considered during the evaluation of the tender offers and will be applied separately through the modification clause in line with the provisions laid down in this Contract. Such procurement shall have the price fixed for the whole duration of the contract.”

It is ironic that the Tender Document made sure to capitalise the word 'NOT' as to avoid misinterpretation of the clause, and the Selection Committee itself made that very same misinterpretation.

It is obvious to Appellant that the two Schedules are distant from each other, as counting the two schedules as a total can lead to an illogical conclusion, especially since in Schedule B, no indication of the number of hours required was given. With the Contracting Authority's interpretation, this could be that a bidder who quotes €1 in Schedule A and €29,000 an hour in Schedule B would, through this illogical math, deemed cheaper than the winning bidder. It just holds no logic to add a lump sum to one hour of a quoted hourly rate.

This flawed logic in the Contracting Authority's decision is not only illogical, but incongruous with the wording of the Tender Document.

Therefore, the Contracting Authority was wrong in basing its decision to deem PKF financially non-compliant simply because PKF repeated that the grant total is equivalent to the 'Final Contract Price' as required in the Tender Document.

The absurdity of the Contracting Authority's decision is evident even from the text of the rejection letters themselves (those of 21 and 27 February). In informing the Appellant that it was deeming its offer as being financially non-compliant, it stated that:

"This is not in line with the tender instructions 5(D)(i) which indicate that Schedule A and Schedule B financial proposals are to be summed up together for evaluation purposes."

First, this is absolutely untrue. Simply put, 5D1 does not say that.

To the contrary, 5D1 states precisely that the prices in Schedule A and Schedule B “will be applied separately”.

Indeed, this is the correct and logical way to go about it, **because it absolutely makes no sense to add a lump sum together with one (1) unit of an hourly rate to obtain a grand total.**

Without Prejudice to the above, in any case, the offer of the Appellant was very clear, and was not one that could lead to any equivocity

Therefore, the decision of the Contracting Authority is absolutely incorrect, and ought to be reversed.

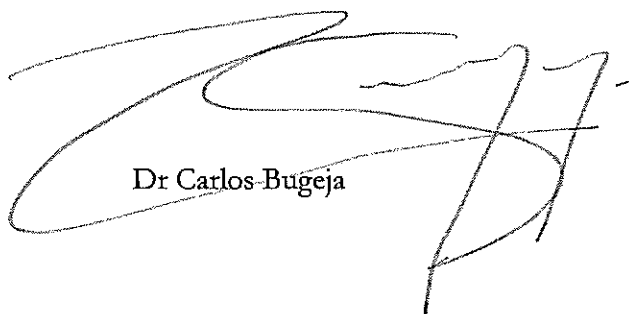
Conclusion

On the basis of the above, the Appellant humbly requests the Board to:

- A. annul that award decision where it deemed Appellant’s offer to be financially non-compliant;
- B. provide any other remedies deemed fit.

The Appellant reserves the right to submit further arguments in support of its objection during the hearing.

Kind regards,


Dr Carlos-Bugeja



Reference number: SPD8/2023/149

SERVICES-

Tender for the provision of Consultancy Services to undertake a Study to assess the feasibility of expanding Extended Producer Responsibility (EPR) obligations to additional waste streams for the Environment and Resources Authority

This project is being financed through local budget funds.

Important: No Bid Bond is applicable.

Sectoral Procurement Directorate

Department of Contracts,
Notre Dame Ravelin, Floriana FRN1600
email: spd8.mfe@gov.mt | telephone: +356 2378 1508

Contents

SECTION 1 - INSTRUCTIONS TO TENDERERS	3
1. General Instructions	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
SECTION 2 - SPECIAL CONDITIONS.....	8
SECTION 3 - SPECIFICATIONS/TERMS OF REFERENCE (Note 3)	16
SECTION 4 - SUPPLEMENTARY DOCUMENTATION	30
4.1 - Draft Contract Form	30
4.2 - Specimen Guarantees	30
4.3 - Ultimate Beneficiary Owner (UBO) form	30
4.4 - General Conditions of Contract	30
4.5 - General Rules Governing Tendering	30



SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 The subject of this tender is the provision of Consultancy Services to specifically conduct a study on the feasibility of expanding Extended Producer Responsibility obligations to additional waste streams for the Environment and Resources Authority.
- 1.2 The place of acceptance of the services shall be the Environment and Resources Authority, the time-limits for the execution of the contract shall be for eighteen (18) months from the last signature of Contract. The Contracting Authority reserves the right to extend the contract by up to twelve (12) months or part thereof, at the same rates, terms and conditions, subject contract value is not exhausted. The INCOTERM2020 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 fifty thousand euro (€50,000) 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 Environment and Resources Authority (ERA).

2. Timetable

The timetable is as follows and as per the dates set through the CFT workspace on the ePPS.

	DATE	TIME*
Clarification Meeting	22/11/2023	09:00 hrs
Deadline for request for any additional information from the Contracting Authority. Clarifications by registered users to be sent online through www.etenders.gov.mt	23/11/2023	09:30 hrs
Last date on which additional information can be issued by the Contracting Authority	28/11/2023	09:30 hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	06/12/2023	09:30 hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	06/12/2023	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.

The study has to be performed by one contractor rather than multiple contractors:

- to ensure that all deliverables are cohesive and the feasibility is evaluated in a holistic manner: and
- since the deliverables are interlinked and thus having different contractors working on them may impact the outcome in the final deliverable.

4. Clarification Meeting/Site Visit/Workshop

- 4.1 An online clarification meeting will be held on **Wednesday 22nd November 2023 at 09:00 hrs** via Microsoft Teams 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.

Prospective bidders are encouraged to attend the clarification meeting prior to submitting their offer and submit any related clarifications via the eProcurement platform. Interested bidders need to register in advance with the Contracting Authority on procurement.era@era.org.mt with the names of participants and the company being represented by not later than **Wednesday 22nd November by 07:00 hrs**. The clarification meeting will be held on Microsoft Teams through the following link: https://bit.ly/SPD8_2023_149-ExpandingEPR

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 ^(Note 2)

If applicable, the necessary forms - such as the Power of Attorney, are to be uploaded through the tender response format 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 tender response format (available from www.etenders.gov.mt). ^(Note 2)

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.

(ii) Declaration concerning Selection Criteria

Subcontracting Proportion

Provide the name/s of subcontractor/s and the relative percentage of services to be subcontracted. This information is to be submitted online through the tender response format. *(Note 2)*

Any subcontractor proposed and disclosed shall be evaluated in line with the Exclusion and Blacklisting Criteria as per 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 sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

(C) Specifications

- (i) Tenderer's Technical Offer Form in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. *(Note 3)*
- (ii) Key Experts Form, the copies of the relevant qualifications, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees), Professional Declaration Form and CVs *(Note 2)*

The Contractor(s) must be a natural person or a legal entity, providing a total of two (2) distinct Key Experts as follows:

Key Expert (KE1): Financial Feasibility Consultant and Team Leader

KE1 shall be the person responsible for all matters related to the management and administration of the contract together with all the financial feasibility assessment matters related to the contract. The person identified must be in possession of a Qualification from an educational institution, at a minimum MQF Level 6 or equivalent, in Economics or a qualification with the main area of study being Economics.

The Key Expert must be fluent in written and spoken English (CEFR proficiency level C1)

Key Expert 2 (KE2): Waste Management Consultant

KE2 shall be the person responsible for all the technical waste management matters related to the contract. The person identified must be in possession of a Qualification

from an educational institution, at a minimum MQF Level 6 or equivalent, in an area related to, and/or with a strong content of, Resource Management and/or Environmental Management.

The Key Expert must be fluent in written and spoken English (CEFR proficiency level C1)

Notes:

1. The two key expert roles cannot be fulfilled by the same person and the key experts will need to work closely with the Contracting Authority.
2. Key expert/s shall be available for any meetings as required and shall verify and sign the interim progress and final technical reports and other reports/ plan requested by the Contracting Authority, as stipulated in the Call for Tenders.
3. Public employees may be recruited as experts as long as it is ascertained through the attached self-declaration; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 595 of the Laws of Malta (First Schedule Code of Ethics Article 5). This self-declaration is to be endorsed by the Key Expert (who is also a Public Employee).^(Note 2)
4. If certification from a foreign educational entity are provided, these are to be supported with MQRIC confirmation.

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** ²⁰¹⁰ (Grand Total) for the services tendered as per Tender Response Format. ^(Note 3)

Schedule A shall be the Final Contract Price in the event of an award.

Prices quoted in Schedule B shall NOT be part of the final Contract Price in the event of an award, however they will be considered during the evaluation of the tender offers and will be applied separately through the modification clause in line with the provisions laid down in this Contract. Such procurement shall have the price fixed for the whole duration of the contract.

Schedule B are provisional items and are for evaluation purposes only. These will not form part of the contract.

- (ii) A filled-in Financial Bid Form (as per document available to download online from www.etenders.gov.mt) as per Tender Response Format. ^(Note 3)

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. *Not applicable for departmental tenders.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

All Rectifications are free of charge.

3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

6. Criteria for Award

- 6.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

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 Following award of contract, all communications between the Contractor with the Contracting Authority shall, in the first instance, be with the Project Leader or as otherwise directed by the Contracting Authority.
The Contracting Authority upon the date of the last signature of contract shall inform the Contractor of the name of the Project Leader.

Further to the provisions stipulated in the General Conditions, all written communication following the award of the contract relating to this Contract between the Contracting Authority and the Contractor must be sent to the Project Leader, and also to the following address:

Ambient Quality and Waste Unit
Environment and Resource Authority
Hexagon House,
Spencer Hill, Marsa, MRS 1441, Malta
Tel: 22923500
Email: projectimplementation.era@era.org.mt

The Contractor shall at all times respect the Contracting Authority's preferred and/or established lines of communication.

- 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
 - (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 4: Subcontracting

- 4.2 The Contractor must seek the prior written authorisation of the Contracting Authority before entering into a sub-contract. This authorisation will be based on the services to be subcontracted

and the identity of the intended subcontractor. The Contracting Authority shall, with due regard to the provisions of Article 2.2, within 30 days of receipt of the notification, notify the Contractor in writing of its decision, stating reasons, should it withhold such authorisation. The Contractor shall not assign, transfer or sub-contract any part of this Contract, without the prior written approval from ERA. Any assignment, transfer or sub-contract entered into, shall not exonerate the Contractor from any of his obligations or duties under this contract.

Article 5: Supply of Information

- 5.1 As per General Conditions.

Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

Article 7: General Obligations

- 7.2 The Contractor shall provide all staff and any other requirements, using necessary skill, care and diligence to the satisfaction of the Environment and Resources Authority.
- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with the original Performance Guarantee. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT.

Where the contract is a Framework Contract, or when a contract is awarded to one contractor over a period of years for recurrent services, the Performance Guarantee may cover the yearly/annual total contract value¹, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract.

The Contractor has the possibility to provide the Contracting Authority with a Single Bond covering two (2) or more Contract Agreements (that qualify for a performance guarantee) with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If a Contractor opts to make use of a Single Bond, one must submit an endorsed and signed letter from the respective Contracting Authority / Entity specifying which contracts shall be covered by the said Single Bond. The letter would need to be resubmitted should a new Contract Agreement be covered by the Single Bond. The same process shall take place if a Contract Agreement no longer forms part of the Single Bond since the Contract would have been fully

¹ Total contract value means the price for which the contract is going to be awarded following endorsement by all parties.

implemented and executed. In addition, if the inclusion of a new Contract Value does not affect the current amount of the Single Bond because the applicable Cumulative Contracts Value Range would not have been exceeded, the letter would need to specify this accordingly. In absence of the said letter, the new Contract Agreement would not be signed.²

- 7.15 The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly. The performance guarantee shall be released following written approval of completion of service and within 30 days from final payment.

Article 8: Code of Conduct

- 8.1 The Contractor shall at all-time act loyally and impartially and as a faithful adviser to the Contracting Authority in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority, and from engaging in any activity which conflicts with its obligations towards the Contracting Authority under the contract. It shall not commit the Contracting Authority in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 8.6 The Contractor and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Contracting Authority, neither the Contractor nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to any other Contractor or supplier with whom the Contractor is associated or affiliated shall be disqualified from the execution of works, supplies or other services for the project in any capacity, including tendering for any part recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Contracting Authority, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.

Article 13: Medical, Insurance and Security Arrangements

- 13.2 As per General Conditions.
- 13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

- 14.1 All reports and data such as specifications, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority.

The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

² The latest version of the Procurement Policy Note #21 and #22 shall apply.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the ERA, without the prior written consent of ERA

- 14.2 The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority or in performance of this contract, without the prior written consent of the Contracting Authority.
- 14.3 Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it deems fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.
- 14.4 Upon signing of the contract, the Contractor shall, if requested by the Contracting Authority, enter into a Data Processing Agreement with the Contracting Authority in accordance with the Data Protection Act (Chapter 586 of the Laws of Malta).

Article 15: Scope of the Services

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

Article 16: Personnel and Equipment

- 16.4 The Contracting Authority reserves the right to object to and require the Contractor to remove any person engaged in the execution of this Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of the assigned duties. The Contractor shall adopt all measures necessary to provide and continue to provide its staff with the equipment and support required to enable them to carry out their specified duties efficiently and effectively.
- 16.5 As per General Conditions.
- 16.6 Further to the General Conditions, the Contractor shall provide and continue to provide the technical knowledge, equipment, software, material, and backup required for the execution of this Contract.

The Contractor shall in the execution of the services defined in Section 3 - Terms of Reference, only employ experts or specialists who are suitably qualified.

Article 18: Execution of the Contract

- 18.1 The period of execution of this contract shall commence upon the last date of signature shown on the contract and shall have a duration of eighteen (18) months.
- 18.2 The performance period of this contract shall be of **eighteen (18)** months from date of last signature on the contract. The Contracting Authority reserves the right to extend the contract by

up to twelve (12) months, or part thereof at the same rates and terms to complete all objectives (inclusive of implementation tasks and sub-tasks specified in sub-section C 2.2 (Deliverables), subject contract value is not exhausted. Modifications are described under Section 3 of this Tender in line with Article 20.

Should, at any point, the Contractor become aware of any circumstance outside his control that may significantly delay the performance of this contract and the agreed work plan of activities, the Contractor shall immediately notify the Authority in writing of the anticipated delay, and as far as this may be feasible, suggest an alternative approach to reaching the agreed deliverables.

Extensions to the contract duration by the Contractor are subject to approval by the Contracting Authority upon a written submission by the Contractor indicating a reasonable technical justification for such extension. The Contracting Authority will inform the Contractor during the contractual period if an extension be required.

Article 19: Delays in Execution

- 19.1** If the Contractor does not perform the services to the satisfaction of the Contracting Authority and within the period of execution specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.
- 19.2** The Contracting Authority may impose a daily penalty of two hundred and fifty euro (€250) if the contractor fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document up to a maximum of 15% of the contract value. Such monies shall be deducted from payments owing by the Contracting Authority to the Contractor.
- 19.3** If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor and having obtained prior approval of the Central Government Authority:
- a) terminate the contract; and
 - b) Complete the services at the Contractor's own expense.

Article 20: Modification of the Contract

- 20.1** As per General Conditions
- 20.2** As per General Conditions
- 20.5** Not applicable
- 20.6** Further to the General Conditions, the percentage allowed as modification for Addition of service shall not exceed 50% of the total contract value.

The Contracting Authority may make use of this modification for additional information/feedback that may be required following the presentation of this study and/or if a similar study on another additional waste stream is required. The rates applicable for addition of services shall be the hourly rate specified in the Financial Bid Form schedule B.

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

Article 24: Interim and Final Progress Reports

24.1 Further to the provisions of the General Conditions, the Contractor shall submit reports as follows, and as specified in Section 3: Terms of Reference:

Task	Description	Expected Delivery (in weeks)
1	Submission of Work plan	3 weeks from last date on signed contract
2	Interim Progress Report	8 weeks from approval of Task 1
3	Submission of draft feasibility study of the three waste streams (tyres, textiles, Non-packaging paper)	16 weeks from approval of Task 1
4	Submission of final feasibility study (tyres, textiles, Non-packaging paper)	3 weeks from approval of Task 3

24.7 All reports and relevant documentation shall be submitted as editable soft copies (Word format) and shall be written in clear, concise and grammatically correct English. Failure to do so will lead to the report not being approved by Contracting Authority with implications as per Article 19 and on the settlement of any amounts due by the Contracting Authority as specified in Article 26.

Article 26: Payments and Interest on Late Payment

26.1 This is a, unit-price contract.

Further to the provisions of the General Conditions, the Contracting Authority will make payments to the Contractor in the following manner:

Task	Description	Payment terms
1	Submission of draft feasibility study	
1.1	Tyres	50% of waste stream cost <i>Financial bid form item 1</i>
1.2	Textiles	50% of waste stream cost <i>Financial bid form item 2</i>
1.3	Non-packaging paper	50% of waste stream cost <i>Financial bid form item 3</i>

2	Approval by the Authority of the final feasibility study following any amendments	
2.1	Tyres	50% of waste stream cost <i>Financial bid form item 1</i>
2.2	Textiles	50% of waste stream cost <i>Financial bid form item 2</i>
2.3	Non-packaging paper	50% of waste stream cost <i>Financial bid form item 3</i>

The Contracting Authority shall review and formally approve each deliverable in writing prior to the issuance of valid VAT invoices by the Contractor and its corresponding payment. Upon written notification, the Contractor shall submit a duly certified correct invoice clearly describing the services undertaken in this Call for Tenders.

Payment shall be effected within thirty (30) days from receipt of the invoice, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

All of the above deliverables prepared by the Contractor must first be approved by the Contracting Authority.

26.2 As per General Conditions.

Article 27: Financial Guarantee

27.5 Not applicable

Article 30: Revision of Prices

30.1 As per General Conditions.

Article 32: Breach of Contract

32.1 Either party commits a breach of contract where it fails to discharge any of its obligations under this contract.

32.2 The Contracting Authority shall determine whether the contract breach shall be considered **Minor breach** or **Material breach**. The Contracting Authority shall issue a written notification requesting immediate remedial action with a specific deadline for any Minor breach or notify of the penalty to be incurred for a Material breach as specified in Article 19.

a) **Minor breach** - The Contractor fails to abide by the conditions stipulated in this contract in a satisfactorily manner including the stipulated timeframes. Furthermore ERA shall not accept any reports that do not fulfil the requirements terms of quality and/or efficiency.

b) **Material breach** - The Contractor fails to remedy issues addressed in the minor breach notification within the deadline stipulated.

Article 39: Further Additional Clauses

- 39.1 The Contractor shall provide the Contracting Authority with all information as may be necessary to demonstrate compliance with the obligations set out in Article 28 of the General Data Protection Regulation. For this purpose, the Contractor shall allow for and contribute to any audits or inspections that may be conducted by the Contracting Authority or by an auditor appointed by the same. The Contractor shall immediately inform the Contracting Authority if, with respect to any Personal Data, it receives an instruction which in its opinion infringes the General Data Protection Regulation or national data protection law
- 39.2 Provided that where the Contractor is required by law to process Personal Data, the Contractor shall inform the Contracting Authority of that legal requirement before processing such Personal Data, unless that law prohibits the provision of such information
- 39.3 The obligations set out in this clause shall be for an indefinite period and shall survive the termination of this Contract.
- 39.4 The Project manager may request meeting/s with the contractor within three days' notice and vice-versa.



.gov.mt

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

Environment and Resources Authority

1.4 - Relevant Country Background

The Maltese Islands are located in the centre of the Mediterranean Sea south of Sicily. The Islands have a total land area of 316 km² and comprise 3 main islands - Malta (246 km²), Gozo (67 km²) and Comino (2.7 km²). As of November 2021, Malta had a total population of 519,562 thus making it one of the most densely-populated countries in Europe with some 1,649 persons per square kilometre.

The Environment & Resources Authority (ERA), that is the competent authority responsible for the Environment, is seeking to conduct a feasibility study on the introduction of extended producer responsibility (EPR) obligations on textiles, tyres and non-packaging paper. The research should evaluate the existing national market trends for textiles, tyres, and non-packaging paper, along with waste management practices related to these materials in Malta. Additionally, it should provide an analysis of the relevant local and European laws, and best practices related to the implementation of EPR principle within the European Union, with a view to formulate recommendations on the introduction of EPR for textiles, tyres and non-packaging paper at the national level and clearly outlining the project budget, timeline, and action items to provide a clear roadmap for implementation.

1.5 - Current State of Affairs in the Relevant Sector

Textiles

To reach the collective European goal to be the first climate-neutral continent by 2050, the Commission delivered the European Green Deal which was approved by the European Parliament, the European Council and the Council. The European Green Deal includes a vast and ambitious package of measures and one of its main building blocks is the New Circular Economy Action Plan. The New Circular Economy Action Plan focuses on the sectors that use most resources and where the potential for circularity is high. One of such sectors identified therein is textiles.

The EU strategy for sustainable and circular textiles (Textile strategy), which builds on both the European Green deal and the New Circular Economy Action Plan, addresses the production and consumption of these products. The Textile strategy aims by 2030 that textile products placed on the EU market are long-lived and recyclable. To reach such goal one important step is making producers responsible for the waste that their products create through the introduction of harmonised EPR requirements across the Union. Several EU Member States (MS) have already established EPR schemes or are considering the introduction of EPR requirements for textiles, which will also help implement the obligation to establish separate collection of textile waste by 1 January 2025 as per Article 11(1) of the EU Waste Framework Directive (WFD)³. Therefore, on 5th July 2023, the Commission published its legislative proposal accompanied by an impact assessment for the implementation of harmonised EU EPR rules for textiles through targeted amendments to the WFD. Similarly, the Long-Term Waste Management Plan (2021-2030) for Malta includes as medium term measure a feasibility study to assess current practices, the need to establish an EPR scheme for textiles and potential alternative and/or additional measures in Malta (i.e. WMRO_EPR 28).

Tyres

The handling of end-of-life tyres falls under the generic provisions governing the Environmentally-Sound Management (ESM) of waste. This includes the duty of care rules, as established in the Waste Regulations, S.L. 549.63, which implement the EU Waste Framework Directive. Hence, the waste generator or holder is accountable for managing waste in an environmentally-sound manner. With no specific European or National legislation governing the management of waste tyres, and to ensure their ESM in a cost-effective way via the EPR principle, the Long-Term Waste Management Plan (2021-2030) for Malta has included a short-term measure to legislate upon the establishment of an EPR scheme for end-of-life tyres (i.e., WMRO_EPR27). It is recognized that a preliminary feasibility study on the introduction of this vital policy principle is the first step towards implementing this measure.

Non-packaging Paper

Non-packaging paper represents a large share of paper placed on the market of Malta, which, upon becoming waste, needs to be managed in a cost-effective and environmentally-sound manner. To date, besides the generic provisions on ESM of waste laid down in the Waste Regulations (S.L. 549.63), such waste stream is not directly regulated and is mostly being handled through systems financed by the Producers Responsibility Organizations (PROs) established for packaging and packaging waste. This has resulted in financial repercussions on the said PROs.

Owing to the fact that no specific European or National legislation exists, and in order to ensure that ESM of non-packaging paper waste in a cost-effective way via the implementation of the EPR principle, the Long-Term Waste Management Plan (2021-2030) for Malta contains a short-term

³ https://environment.ec.europa.eu/publications/proposal-targeted-revision-waste-framework-directive_en

measure to legislate upon the establishment of an EPR scheme for non-packaging paper (i.e., WMRO_EPR29). It is duly acknowledged that a preliminary feasibility study on the introduction of this vital policy principle is the first step towards implementing this measure.

1.6 - Related Programmes and Donor Activities

The vision of the project is to reflect the EU and national ambition to move towards a true circular economy and therefore society by making the relevant economic operators (i.e. the producers of products) responsible for the waste-phase of the life cycle of the products they place on the national market. This will be achieved through the incorporation of the EPR obligations in the textiles, tyres, and non-packaging paper industries by taking into proper account best practices across the EU and recent policy as well as forthcoming legislative initiatives.

The objective of this project is to promote the establishment of a true circular economy by incorporating the EPR obligations within the textiles, tyres, and non-packaging paper sectors in Malta. The objective is in line with wider European environmental policies, including the European Green Deal and the New Circular Economy Action Plan, as well as the Union waste acquis, which promotes the implementation of the EPR principle. The project aims to help Malta strengthen the environmentally-sound management of the waste arising from such products by making the producers responsible for the waste-stage of the life cycle of the products they place on the national market, in line with best practices across the EU.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objectives of the study for which this contract will be part are:

- A Feasibility Analysis of the introduction of EPR obligations for textiles, tyres and non-packaging paper in Malta by identifying the costs and benefits, as well as the likelihood for such systems to be successful. Environmental, technical, socio-economic, operational as well as policy & legal (National and European legislation) aspects shall be considered as a minimum.
- Provide sufficient information to justify acceptance, modification, or rejection of the proposed project for the purposes of decision-making towards financing and implementation.

The Feasibility Analysis is required to contain at least the following elements:

1. A comprehensive review of existing and relevant national and EU policies related to EPR of textiles, tyres and non-packaging paper. This includes understanding the obligations and impacts that these policies impose on producers in managing the lifecycle of their products. The goal is to create a clear understanding of how EPR principles are currently implemented and regulated.
2. An ex-ante assessment of the potential relevance of EPR practices and infrastructures to contribute to the achievement of the EPR obligations and objectives.

3. A PESTEL (Political, Economic, Social, Technological, Environmental and Legal) analysis to assess other elements in the external environment that could likely have an impact on the implementation of the project.
4. A comprehensive market study focusing on both qualitative and quantitative dynamics and trajectories of textiles, tyres and non-packaging paper. This includes an extensive analysis of pertinent economic actors throughout the entirety of the supply chain. Concurrently, identify current waste management strategies, their associated costs, and financial sources. Moreover, it is of vital importance to engage in consultation with relevant stakeholders to ensure all aspects of the study are exhaustively addressed.
5. Policy scenarios delineation: Based on the market study, as well as on the Commission legislative proposal to establish common EPR rules on textiles through targeted amendments to the EU Waste Framework Directive (WFD) and respective impact assessment as well as on the examples of other Member States, policy options implementing the EPR principle on textiles, tyres and non-packaging paper should be delineated, by means of defining the scope (product coverage) of the proposed EPR system, its overall architecture, as well as waste management objectives & targets. The different policy scenarios should define:
 - The different categories of the targeted products (i.e. tyres, non-packaging paper and textiles) that should be subject to EPR
 - The economic operators that should be subject to EPR requirements, e.g. the producers (i.e. importers plus local manufacturers plus online professional sellers) and/or also other actors across the supply chain (e.g. local distributors, retailers, etc.) and possible inclusion of a de minimis threshold or similar tool (e.g. exclusion from all or part of EPR obligations for micro-enterprises as defined in the Commission Recommendation 2003/361 and, or artisanal makers) to exclude economic operators placing minimum amounts of material on the national market;
 - The features of the proposed EPR system (i.e. a single PRO fulfilling EPR obligations on behalf of the producers, multiple competing PROs, inclusion of an option for individual operators to self-comply and other aspects that the consultant might find relevant) having into consideration the market size, competition issues, fulfilment of EPR obligations by the obligated industry in a cost-effective manner, the local technical waste management constrains, legal aspects and the best environmental outcome;
 - The factors that should be used to modulate EPR fees or costs as for example life extending strategies (e.g. design for durability, ease of reuse, ease of repair), recyclability, etc.;
 - Potential waste management options for the proposed EPR system, with focus on the Maltese context (i.e. national recycling infrastructure, current work performed by non-profit organizations in the management of used waste, export costs; environmental costs of treating it locally versus exportation to countries where their ESM is ensured; as well as possible social impacts (due to for example possible effects on second-hand shops run by non-profit organizations, possible price increases due to higher EPR fees for clothes with shorter life-span); and any other aspect that the consultant might find relevant);
 - Potential waste management targets and their quantification.
 - Potential measures and considerations (e.g. main requirements by the obligated industry - attainment of the identified targets, setting up of ad hoc collection systems, etc.) to be taken into account for the setting up of EPR on waste streams deemed feasible by the study;
 - To establish performance targets for the PRO/PROs and, or the self-compliant producer;
 - To indicate measures that will ensure compliance from the producers and PROs.

All of the above requirements, as well as other requirements specified in these terms of reference, are to be interpreted, for the case of textiles in a manner that allows for the fact that common EPR

rules for textiles at EU level are still in the process of definition and the analysis should therefore be done at a sufficiently high level, allowing for the factors which are yet to be specifically determined, subject to the lacuna in the information which would be prevailing, at the time of undertaking the studies, and in a manner which achieves the specific goal of these terms of reference with respect to this waste stream.

6. Assessment of the identified policy options:
 - o Determine the pros and cons of the introduction of EPR against the “do-nothing approach”;
 - o Estimate the implication of the Commission legislative proposal on common EPR rules on textiles across the EU and for Malta and assess whether the introduction of EPR for textile in Malta should be paused until the EU harmonized EPR measures are adopted, and in such case provide recommendations on how Malta could transpose those common rules into the national legal framework in a feasible and economically viable manner;
 - o Assess the feasibility of the identified EPR policy options, including by means of estimating the costs for collection and treatment of waste due to the implementation of the identified EPR policy options; and
 - o Recommendations on the introduction of EPR for the targeted products in Malta.
7. Assessment of potential key success factors that would underpin the setting up of the EPR mechanism in Malta where assessed to be feasible:
 - o potential measures and considerations (e.g. main requirements by the obligated industry - attainment of the identified targets, setting up of ad hoc collection systems, etc.) to be taken into account for the setting up of EPR on waste streams deemed feasible by the study;
 - o To establish performance targets for the PRO/PROs and, or the self-compliant producer;
 - o To indicate measures that will ensure compliance from the producers and PROs.
8. A detailed analysis of the technical, economic, and financial, institutional and management, environmental and socio-cultural feasibility of the proposed project, including resource planning in terms of physical and human capital (the latter focusing, amongst other things, on potential skills gaps and training needs to undertake and operate the project), financial planning and budgeting including the identification and estimation of funding gaps, and the derivation of options for financing.
9. A high-level economic impact assessment for the project, including but not necessarily limited to expected impacts on the generation of economic value added and employment, and on the fiscal budget, also taking into consideration that tyres are currently subject to Excise Duty as per Chapter 382 of the Laws of Malta;
10. A concluding assessment of the project on the country's overall performance in terms of waste management and the compliance with relevant acquis.

2.2 - Specific Objectives

The objectives of this contract shall ensure adherence to the relevant guidelines issued by the funding Authority for the respective programming period, and shall broadly address:

- i) Relevance

The Contractor will assess the extent to which the proposed project is coherent with the country's macro-economic environment and addresses the economic or social demands. This will involve verifying:

- The coherence of the project with the overall framework of national development objectives, and the economic and social development policies of the relevant ministries, as well as EU policies.
- An evaluation of the external environment using the PESTEL Approach. This method will allow for an in-depth analysis of the context. This analysis should focus on the following aspects:
 1. Political factors to determine the extent to which government and government policy may impact.
 2. Economic factors to understand the direct impact on the economy and its performance.
 3. Social factors that focus on social environment and identifying emerging trends.
 4. Technological factors which consider the rate of technological innovation and development that could affect the project.
 5. Environmental factors which focus on the impact of the environmental aspect of the project to determine its need or otherwise.
 6. Legal factors to understand the legislation of the territory that can affect the project and any change in legislation and its impact on the project.
- The nature and number of beneficiaries potentially affected by the proposed project. The Contractor shall make use of a survey with beneficiaries for an in-depth demand analysis, to be potentially preceded by a focus group approach to assess the main population segments that could be targeted by the project, and the key factors driving relevant behaviours.
- All organisations and agencies affected by or involved in the proposed project.
- All major problems related to the proposed project, experienced by the beneficiaries and other parties involved.
- The interventions or priorities of ministries and agencies which may affect or be affected by the proposed project.
- Information from any previous studies and evaluations relevant to the proposed project.

ii) Feasibility

The Contractor will determine the feasibility of the project by analysing the alternative solutions, taking account of economic and financial, institutional and management, environmental and sociocultural, regulatory, and operational standards and practices.

The Contractor will develop a detailed recommendation for the project to be structured as follows:

- Overall objectives: Why is the project important to the beneficiaries, the regions and the government? What is the desired economic and social development?
- Project options: Can the project concept and design be improved in order to better attain the set objectives in a financial and economically efficient manner? What alternative configurations and designs could be considered to meet changes in policy priorities and external operating conditions?
- Project purpose: Why do the beneficiaries need the project?
- Project results: What services will the project deliver to the beneficiaries? What services external to the project (classified as assumptions) are required to achieve the project purpose?

- Project activities: What has to be done to achieve the project results? What activities external to the project (classified as assumptions) have to be carried out to ensure the project results?

The project purpose and results should be specified by indicators and the project activities should be quantified as closely as possible.

iii) Pre-conditions

The Contractor will determine any pre-conditions necessary for the start of project activities.

The Contractor are required to propose an efficient project organisation and any phasing of project activities considered necessary. Cost estimates are to be provided for all project activities.

iv) Sustainability

The Contractor will assess the sustainability of the proposed project using the key sustainability factors listed below:

- policy support and co-ordination;
- economic and financial sustainability;
- technical sustainability;
- institutional and management sustainability;
- environmental and climate sustainability;
- socio-cultural and gender sustainability; and
- skill gaps.

These lists of issues are not exhaustive. The Contractor is required to use their professional judgment and experience to review all relevant factors and to bring these to the attention of the ERA.

2.3 - Results to be achieved by the Contractor

The Contractor is expected to present a report of the study detailed in clause 4.2: Specific Activities. The contractor:

- Undertake the necessary data and information gathering activities.
- Present the main findings of the study to ERA, other senior officials and identified stakeholders as required by ERA.
- Compile one report with separate sections on the three (3) individual waste streams, i.e. tyres, textiles and non-packaging paper, within a pre-determined timeframe.
- Review the study as and when required following assessment of the study.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- It is assumed by the Contracting Authority that the Contractor/Key Experts and any supporting staff:
 - can communicate verbally and orally and that they have good writing skills in English;
 - have an understanding of the socioeconomic and political situation in Malta.
 - Have read the following documents:
 - Waste Regulations (S.L. 549.63);
 - Extended Producer Responsibility Framework Regulations (S.L. 549.141);
 - Ministry for the Environment, climate change and planning (2021). Long term waste management plan 2021-2030. Accessible at: <https://era.org.mt/wp-content/uploads/2022/02/Long-Term-Waste-Management-Plan-v1.4.3-Spreads-Digital-Version.pdf>.
 - Proposal for a Directive of the European Parliament and of The Council amending Directive 2008/98/EC on waste. COM/2015/0595 final - 2015/0275 (COD.) Accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52015PC0595>
 - OECD (2016), Extended Producer Responsibility: Updated Guidance for Efficient Waste Management, OECD Publishing, Paris. Accessible at: <https://doi.org/10.1787/9789264256385-en>
 - EU strategy for sustainable and circular textiles (2022). COM(2022) 141 final. Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - EU Strategy for Sustainable and Circular Textiles. Accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52022DC0141>
- It is assumed that the Contractor/Key Experts will develop:
 - a schedule and schedule management plan;
 - a Quality management plan;
 - a Resource management plan;
 - a Project management plan.
- Any travel undertaken by the Contractor and the Contractor's experts is at the cost of the Contractor;
- The Contracting Authority is expecting the Contractor to be flexible (and available) as allowed by the Terms of Reference;
- The Contractor is expected to:
 - be capable of overcoming hurdles that may arise during the course of implementation, to ensure timely and cost-effective delivery by the end of the contract period;
 - keep up to date with policy developments underway at EU and UN level throughout the execution of the contract.
 - Information collection practices and methodologies will adhere with the relevant GDPR regulations;
 - Adherence to applicable legislation and best practice concerning the consultancy service in accordance with applicable Maltese legislation;
 - The Contractor shall thoroughly read and familiarise himself with all pertinent regulations and legislation, understand the content and context and adhere to the conditions in these documents. In the event of any difficulties the Contracting Authority assumes that the Contractor shall bring these to the attention of the Contracting Authority prior to the commencement of the service;
 - The Contractor shall provide the necessary resources and adequate number of personnel to satisfy the services required by the Contracting Authority within the time-frame provided;

- The Contractor shall respect time-frames as indicated by the Contracting Authority;
- The contractor shall be available until completion of the assignment and shall furthermore provide post-consultancy feedback/clarifications to the Contracting Authority;
- The work delivered by the Contractor shall be of high quality;
- The Contractor shall conduct the work in an ethical manner throughout, particularly when in direct contact with ERA;

3.2 – Risks

The Contractor will take into account the following non-exhaustive list of risks and should propose mitigating measures in this regard:

- Stakeholders may not be timely in their provision of responses and/or information;
- Not all information may be available, or easily accessible;

The Contractor is expected to:

- Ensure adherence with the project deadlines without jeopardizing the quality of the work;
- Limit temporary suspension of activities required by the Contracting Authority; and mitigate technical issues that could hinder the overall execution of the contract activities;
- Take account of the risks, especially in terms of timing and scope;
- Public documents or statistics may not be enough and additional data may need to be collected at the expense and time of the Contractor;
- Ensure the availability of the experts for the duration of the project;
- Ensure the availability of the required expertise including the adequate skills and the necessary resources within the stipulated timeframe and in line with the budget proposed by the Contractor and any other limitations identified by the Contractor as requested under the section covering the Tenderer's technical offer.
- Time limits are not adhered to. It is expected that the Contractor has sufficient organisational capacity to handle pressure, maintain high quality consultancy standards and deliver on time.
- Other risks inherent to this Contract will be expected risks that normal consultancy service provision entails.

4. Scope of the Work

4.1 – General

4.1.1 Project Description

ERA is seeking to engage Consultancy services to carry out a feasibility study on the introduction of extended producer responsibility (EPR) obligations to additional waste streams, implementing milestone 1.6 of the Recovery and Resilience Plan (RRP). The requirement to carry out such a feasibility study arises also from the Waste management plan, WMRO_EPR28 measure calls for a feasibility study on the introduction of EPR scheme for textiles; and, measures WMRO_EPR27 and WMRO_EPR29 that require the setting the enactment of national legislation establishing the respective EPR schemes for end-of-life tyres and non-packaging paper.

4.1.2 Geographical Area to be covered

The focus will be within the whole of the geographic scope of the Republic of Malta.

4.1.3 Target Groups

The target market primarily includes the resident community broadly identified as Maltese citizens and non-Maltese living in Malta and its islands.

4.2 - Specific Activities

Deliverables to be achieved in line with Section 2 clause 24.1:

Task	Description	Expected Delivery (in weeks)
1	Submission of Work plan	3 weeks from last date on signed contract
2	Interim Progress Report	8 weeks from approval of Task 1
3	Submission of draft feasibility study of the three waste streams (tyres, textiles, Non-packaging paper)	16 weeks from approval of Task 1
4	Submission of final feasibility study (tyres, textiles, Non-packaging paper)	3 weeks from approval of Task 3

Deliverable 1

A work plan in a descriptive write up format delineating the approach for each identified waste stream, defining specific objectives (as per section 3) and defining timeframes in the format of a Gantt chart shall be submitted within three (3) weeks and shall be approved by ERA.

The work plan should set out the Contractors’ approach to the following activities:

- Relevant fact finding/data collection required, from quantitative and qualitative sources;
- Identification of alternative solutions for the proposed project and their analysis;
- Methodologies to undertake the demand, financial and resource feasibility and high level economic assessment;
- Preparation of the draft and final report.

Deliverable 2

An interim progress report is required within eight (8) weeks from approval of Deliverable 1, to provide an update on the work carried out by the contractor and to identify any issues/concerns.

Deliverable 3

According to the work plan mentioned in deliverable 1, a report of the study shall be submitted within sixteen (16) weeks from approval of Deliverable 1 following approval of deliverable 1 and approved by ERA. The report shall include for each identified waste stream:

- Methodology followed;
- Results of the market study;
- Delineated policy scenarios;
- Assessment of the identified policy scenarios;

Based on the above, the report should provide a:

- Conclusion on whether the introduction of EPR obligation on additional waste streams is feasible in Malta; and
- Assessment of potential key success factors,

The report shall cover the overall objectives and the specific objectives of the study that are included in Section 2.1 and 2.2 of this document.

Deliverable 4

A final report with a non-technical summary, a technical summary and compilation of all deliverables shall be submitted within three (3) weeks following feedback of deliverable 3 and shall be approved by ERA.

4.3 - Project Management

4.3.1 *Responsible Body*

Environment & Resources Authority, and more specifically, the Ambient Air Quality and Waste Unit (AQWU) is responsible for the coordination of this Contract.

4.3.2 *Management Structure*

The Environment and Resources is governed by a Board and managed by a Chief Executive Officer, two Directors, three Deputy Directors, one Assistant Director and other Middle Management staff. AQWU is part of the Environment and Resources Directorate.

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

The Contractor must provide own workspace, IT and telecommunications equipment and transport. The Contracting Authority will not reimburse the Contractor for any ancillary expenses related to the carrying out of the duties of the Contractor.

The Contractor is expected to co-operate with the respective Project Manager or other officers as delegated from the Environment and Resource Authority. The Project manager may request meetings with the contractor within three days' notice and vice-versa.

The Project Manager shall monitor progress of the project and maintain direct and continuous co-ordination with the Contractor.

5. Logistics and Timing

5.1 - Location

Various locations around the Maltese Islands.

5.2 - Commencement Date & Period of Execution

The intended commencement date and the period of execution of the contract will be eighteen (18) months from the date of last signature on contract.

6. Requirements

6.1 – Personnel and Key Experts

6.1.1 All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract shall be as follows:

Key Expert 1 (KE1): Financial Feasibility Consultant and Team Leader

KE1 shall be the person responsible for all matters related to the management and administration of the contract together with all the financial feasibility assessment matters related to the contract. The person identified must be in possession of a Qualification from an educational institution, at a minimum MQF Level 6 or equivalent, in Economics or equivalent.

The Key Expert must be fluent in written and spoken English (CEFR proficiency level C1)

Key Expert 2 (KE2): Waste Management Consultant

KE2 shall be the person responsible for all the technical waste management matters related to the contract. The person identified must be in possession of a Qualification from an educational institution, at a minimum MQF Level 6 or equivalent, in an area related to, and/or with a strong content of, Resource Management and/or Environmental Management, or equivalent.

The Key Expert must be fluent in written and spoken English (CEFR proficiency level C1)

If at any point during the duration of the contract, any of the Key Experts is replaced, it is the responsibility of the contractor to inform the Authority of the relevant change. The new Key expert must be in possession of the minimum requirements and must provide an updated CV with evidence of the respective qualifications for the Authority's approval.

6.1.2 *Support Staff and Backstopping*

As appropriate. Consultancy personnel executing responsibilities described in the Contract are required to be computer literate, fluent in Maltese and English.

6.2 – Accommodation

Not applicable.

6.3 - Facilities to be provided by the Contractor

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

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

6.4 – Equipment

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

Any (access to) software utilised for the purposes of carrying out the requirements of this contract shall be provided by the Contractor.

7. Reports

7.1 - Reporting Requirements

Reporting requirements and deadline for submission are established under section 4.2. All reports must be written in English and the team leader shall endorse all reports and the Project Manager or delegate within ERA shall be responsible for the approval of all interim, drafts and final report.

7.2 - Submission & Approval of Progress Reports

An electronic copy (editable version) of the interim reports referred to above must be submitted to the Project Manager identified in the contract. The interim reports must be written in English. The Project Manager is responsible for approving the progress reports.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

It will be necessary that the Contracting Authority is able to evaluate the qualitative result of the work carried out. In order to do this, the contractor is requested to keep in line with proposed timelines in this document, whilst setting up important milestones in different stages on the project

against which the Contractor will be assessed by the Contracting Authority. That is, the actual progress of the Contract which will be monitored against the pre-defined and agreed milestones. The Contracting Authority will utilise the following impact indicators in order to monitor the Contractor:

- i) Punctuality in preparing information on the requested deliverables any associated templates, associated technical and progress Reports and required documentation (including any digital resources);
- ii) Promptness in the revision of specific reports/documentation following comments by the Contracting Authority as applicable/where necessary;
- iii) Quality of the deliverables in terms of information detail and relative compliance to the local scenario and EPRs legislation.

8.2 - Special Requirements

Not applicable

Page 29 of 30



GOV.UK

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Specimen Guarantees

4.3 - Ultimate Beneficiary Owner (UBO) form

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

4.4 - General Conditions of Contract

The full set of General Conditions for Works Contracts (Version 4.7), for Supplies Contracts (Version 4.7) and for Services Contracts (Version 4.7) can be viewed/downloaded from the 'Resources Section' at: www.etenders.gov.mt

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

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

4.5 - 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).

FINANCIAL BID FORM (Note 3)

Price Schedule A

Tender for the provision of Consultancy Services to undertake a Study to assess the feasibility of expanding Extended Producer Responsibility (EPR) obligations to additional waste streams for the Environment and Resources Authority					
Reference Number	SPD8/2023/149				
Item No.	Description	Quantity	Unit Cost including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)	Total including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)	
1	Feasibility Assessment on the introduction of extended EPR obligations for <u>textiles waste</u> in line with Article 2.1 in Section 3 of the tender document.	1	€ 9,500.00	€ 9,500.00	
2	Feasibility Assessment on the introduction of extended EPR obligations for <u>end-of-life tyres waste</u> in line with Article 2.1 in Section 3 of the tender document.	1	€ 9,500.00	€ 9,500.00	
3	Feasibility Assessment on the introduction of extended EPR obligations for <u>non-packaging paper waste</u> in line with Article 2.1 in Section 3 of the tender document.	1	€ 9,500.00	€ 9,500.00	
Grand Total including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)				€ 28,500.00	

N.B. 1: Three decimal points do not exist in the Euro currency; therefore such offers cannot be accepted. All amounts quoted in the financial bid are to be submitted up to two decimal points.

N.B. 2: Tenderers shall not alter the Financial Bid in any way whatsoever. Failure to comply with this clause shall render the Tender Offer null.

N.B. 3: The successful Bidder will be bound by the accepted Contract rates for the full duration of this contract even if contract duration is extended. No claims whatsoever for increase of rates will be entertained for any reason for the entire contract duration and the successful contractor shall be bound to continue providing relevant services up to the end of the contract period.

FINANCIAL BID FORM (Note 3)

PROVISIONAL ITEMS

Tender Title	Tender for the provision of Consultancy Services to undertake a Study to assess the feasibility of expanding Extended Producer Responsibility (EPR) obligations to additional waste streams for the Environment and Resources Authority		
Reference Number	SPD8/2023/149		
Item No.	Description	Quantity	Unit Cost including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)
1	Cost per additional hour	1	€ 95.00

Grand Total including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)

* Item No. 1 is an optional additional service. The Contracting Authority reserves the right to forgo purchase or increase quantities as deemed necessary throughout the contract duration.

N.B. 1: Three decimal points do not exist in the Euro currency; therefore such offers cannot be accepted. All amounts quoted in the financial bid are to be submitted up to two decimal points.

N.B. 2: Tenderers shall not alter the Financial Bid in any way whatsoever. Failure to comply with this clause shall render the Tender Offer null.

N.B 3: The successful Bidder will be bound by the accepted Contract rates for the full duration of this contract even if contract duration is extended. No claims whatsoever for increase of rates will be entertained for any reason for the entire contract duration and the successful contractor shall be bound to continue providing relevant services up to the end of the contract period.

FINANCIAL BID FORM (Note 3)

Schedule A + Schedule B

Tender Title	Tender for the provision of Consultancy Services to undertake a Study to assess the feasibility of expanding Extended Producer Responsibility (EPR) obligations to additional waste streams for the Environment and Resources Authority	
Reference Number	SPD8/2023/149	
Item No.	Description	Total price including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)
Schedule A	Feasibility Assessment on the introduction of extended EPR obligations for three waste streams	€ 28,500.00
Schedule B	Provision Cost for an additional hour	€ 95.00
Grand Total including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP) (to be carried forward to the financial section of the Online Tender Response Format)		€ -

N.B. 1: Three decimal points do not exist in the Euro currency; therefore such offers cannot be accepted. All amounts quoted in the financial bid are to be submitted up to two decimal points.

N.B. 2: Tenderers shall not alter the Financial Bid in any way whatsoever. Failure to comply with this clause shall render the Tender Offer null.

N.B. 3: The successful Bidder will be bound by the accepted Contract rates for the full duration of this contract even if contract duration is extended. No claims whatsoever for increase of rates will be entertained for any reason for the entire contract duration and the successful contractor shall be bound to continue providing relevant services up to the end of the contract period.

FINANCIAL BID FORM (Note 3)

Schedule A + Schedule B

Tender Title	Tender for the provision of Consultancy Services to undertake a Study to assess the feasibility of expanding Extended Producer Responsibility (EPR) obligations to additional waste streams for the Environment and Resources Authority		
Reference Number	SPD8/2023/149		
Item No.	Description	Total price including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)	
Schedule A	Feasibility Assessment on the introduction of extended EPR obligations for three waste streams	€	28,500.00
Schedule B	Provision Cost for an additional hour	€	95.00
Grand Total including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)	(to be carried forward to the financial section of the Online Tender Response Format)	€	-

N.B. 1: Three decimal points do not exist in the Euro currency; therefore such offers cannot be accepted. All amounts quoted in the financial bid are to be submitted up to two decimal points.

N.B. 2: Tenderers shall not alter the Financial Bid in any way whatsoever. Failure to comply with this clause shall render the Tender Offer null.

N.B. 3: The successful Bidder will be bound by the accepted Contract rates for the full duration of this contract even if contract duration is extended. No claims whatsoever for increase of rates will be entertained for any reason for the entire contract duration and the successful contractor shall be bound to continue providing relevant services up to the end of the contract period.

PKF Malta Limited
Tender ID: 202337

SPD8/2023/149 - Tender For The Provision Of Consultancy Services to undertake a Study To Assess The Feasibility Of Expanding Extended Producer Responsibility (EPR) Obligations To Additional Waste Stream

Reference is made to the tender in caption, and to your offer submission to same. The Evaluation Committee noted the following shortcoming with regards to your financial proposal:

The Grand Total submitted in the XML tender response format and the Grand total value in the Financial Bid Schedule A + Schedule B do not corroborate. The Evaluation Committee requires confirmation that:

1. The Grand Total for Financial Bid Form Schedule A + Schedule B should read €28,595.00

FINANCIAL BID FORM (Note 3)

Schedule A + Schedule B

Item No.	Description	Total price including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP)
Schedule A	Feasibility Assessment on the introduction of extended EPR obligations for three waste streams	€ 28,500.00
Schedule B	Provision Cost for an additional hour	€ 95.00
Grand Total including all Taxes/Charges, Other Duties & Discounts but exclusive of VAT (Delivered Duty Paid-DDP) (to be carried forward to the financial section of the Online Tender Response Format)		€ 28,595.00
<p><i>H.B. 1: Three decimal points do not exist in the Euro currency; therefore such offers cannot be accepted. All amounts quoted in the financial bid are to be submitted up to two decimal points.</i></p> <p><i>H.B. 2: Tenderers shall not alter the Financial Bid in any way whatsoever. Failure to comply with this clause shall render the Tender Offer null.</i></p> <p><i>H.B. 3: The successful Bidder will be bound by the accepted Contract rates for the full duration of this contract even if contract duration is extended. No claims whatsoever for increase of rates will be entertained for any reason for the entire contract duration and the successful contractor shall be bound to continue providing relevant services up to the end of the contract period.</i></p>		

2. The Grand total in the XML response format should read €28,595.00

▼ Grand Total including any discounts and other taxes/charges but excluding VAT (delivery duty paid/DDP). This amount is to be carried forward from the form/financial bid form found in CfD Documents. The filled in Financial Bid Form must be uploaded here and failure to do so, will result in the offer being disqualified.



€28,595.00

28,595.00-

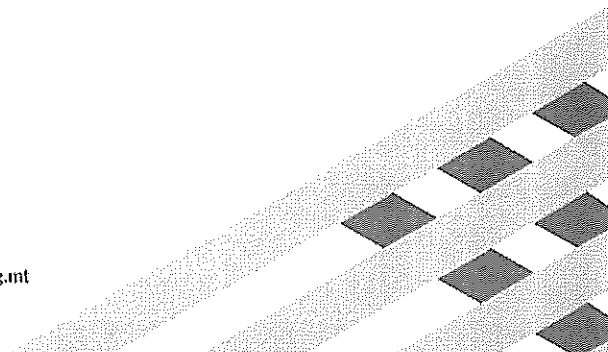


In terms of Notes to Clause 5 (2) of the Instructions to Tenderers, you are hereby being given the opportunity to clarify these shortcomings within five (5) working days of notification. You may confirm deadline day and date through your EPPs interface.

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

This clarification opportunity 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.

Yours sincerely,
Chairman
The Evaluation Committee



Environment & Resources Authority

Hexagon House
Spencer Hill
Marsa, MRS1441

For the attention of the Evaluation Committee

2nd February 2024

Dear Sir(s),

SPD8/2023/149 – Tender for the provision of consultancy services to undertake a study to assess the feasibility of expanding extender producer responsibility (EPR) obligations to additional waste stream. Tender ID: 202337

Further to your rectification letter, PKF Malta Limited has duly noted your request for clarification regarding our financial bid and would like to bring the below to the attention of the evaluation committee:

As per Clause 5D(i) - – Financial offer of the Instructions to Tenderers, bidders were requested to submit two prices for Schedule A and B which instructions are being reproduced in the ensuing paragraph:

Schedule A – the Final Contract Price in the event of an award

Schedule B – Prices quoted in Schedule B shall NOT be part of the final Contract Price in the event of an award, however they will be considered during the evaluation of the tender offers and will be applied separately through the modification clause in line with the provisions laid down in this Contract. Such procurement shall have the price fixed for the whole duration of the contract.

Schedule B are provisional items and are for evaluation purposes only. These will not form part of the contract.

Our price for the feasibility assessment (Schedule A) is €28,500, whilst any additional hours which shall be charged separately through the modification clause within the special conditions of the tender document, shall be charged at €95 per hour. Computing the two items (Schedule A and B) is not appropriate for the reason that the two requirements are completely separate and distinct from each other. The hours for which will be charged as per Schedule B will be determined following the closure of the assignment, at the Contracting Authority's discretion, and subject to a separate addendum to the main contract.

The grand total in the XML should still read at €28,500.

The evaluation committee may also wish to note that the XML Financial bid form as provided by the Contracting Authority through the e-tendering platform, did not allow users to edit as the cells were

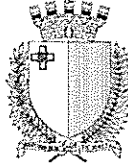
locked. Therefore, from our end we were not able to sum up Schedule A and B. However, as explained, computing the total price of both schedules is not in line with the requirements of Clause 5(D)(i) of the Instructions to Tenderers within the tender document.

We trust that this is in line with the expectations of the evaluation committee and we are looking forward to your favourable reply in response to our submission.

Yours sincerely,



Mr. George Mangion
Director
PKF Malta Limited



21st February 2024

Messrs PKF Malta Ltd

Tender ID: 000202337

TENDER REFERENCE: SPD 8/2023/149

SUBJECT: Tender For The Provision Of Consultancy Services to undertake a Study To Assess The Feasibility Of Expanding Extended Producer Responsibility (EPR) Obligations To Additional Waste Stream

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure. However, this Ministry regrets to inform you that the procurement proposal submitted by your company was financially non-compliant.

The main reason why your procurement proposal was non-compliant is as follows:

The bidder was issued a clarification letter to verify the revised Grand total value of Schedule A + Schedule B which should read as €28,595.00. The bidder's response reiterated that the Grand Total value on the Financial Bid Form and XML should still read €28,500.00. This is not in line with the tender instructions 5(D)(i) which indicate that Schedule A and Schedule B financial proposals are to be summed up together for evaluation purposes. To this effect, the bid submitted is deemed financially non-compliant and should not be considered for final adjudication.

This procurement is being recommended for award to Pricewaterhouse coopers for the price of €29,870.00 excluding VAT this being the cheapest complaint offer.

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on: info.pcrb@gov.mt by noon of 4th March 2024 against a deposit of €400.

Payments are to be made through bank transfer in terms of the following details:

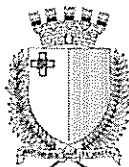
Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALT MT MT
IBAN Code	MT55MALT011000040001EURCM5001H
Bank Code	01100

The official 'recommendation for award' schedule can be accessed on the website: www.etenders.gov.mt)

Although this Ministry has not been able to make use of your services on this occasion, we trust that you will continue to take an active interest in its procurement opportunities.

Yours sincerely,

Colin Pace
f/Assistant Director SPU8



27th February 2024

Messrs PKF Malta Ltd

Tender ID: 000202337

TENDER REFERENCE: SPD 8/2023/149

SUBJECT: Tender For The Provision Of Consultancy Services to undertake a Study To Assess The Feasibility Of Expanding Extended Producer Responsibility (EPR) Obligations To Additional Waste Stream

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure. However, this Ministry regrets to inform you that the procurement proposal submitted by your company was financially non-compliant.

The main reason why your procurement proposal was non-compliant is as follows:

The bidder was issued a clarification letter to verify the revised Grand total value of Schedule A + Schedule B which should read as €28,595.00. The bidder's response reiterated that the Grand Total value on the Financial Bid Form and XML should still read €28,500.00. This is not in line with the tender instructions 5(D)(i) which indicate that Schedule A and Schedule B financial proposals are to be summed up together for evaluation purposes. To this effect, the bid submitted is deemed financially non-compliant and should not be considered for final adjudication.

This procurement is being recommended for award to Pricewaterhouse coopers for the price of €29,870.00 excluding VAT this being the cheapest compliant offer.

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on: info.pcrb@gov.mt by noon of 8th March 2024 against a deposit of €400.

Payments are to be made through bank transfer in terms of the following details:

Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALT MT MT
IBAN Code	MT55MALT011000040001EURCM5001H
Bank Code	01100

The official 'recommendation for award' schedule can be accessed on the website: www.etenders.gov.mt)

Although this Ministry has not been able to make use of your services on this occasion, we trust that you will continue to take an active interest in its procurement opportunities.

Yours sincerely,

Colin Pace
f/Assistant Director SPU8



Bank of Valletta p.l.c
 Registration Number: C 2833
 Registered Office: 58 Zachary Street, Valletta VLT 1130 - Malta

Pay third party

Printed by: Mr. Pierre Mangion
 Printed on: 04/03/2024 - 08:51
 Document ID: 19299507

Transaction details

Payer's name: PKF Malta Limited

Beneficiary name: Cashier Malta Government

Relation: Utilities

Reason: Other

Payment details: Appeal Fee SPD 8 2023 149

Currency: EUR - Euro

Beneficiary IBAN/Account: MT55MALT011000040001EURCMG5001H

Beneficiary IBAN/Account type: Valid IBAN of country - Malta

Bank name: Other bank

Bank address / Bank's BIC: Let the bank apply the beneficiary bank BIC

Beneficiary address: No

From account: 5001488188 3 (EUR)

Charges should be paid by: Shared - I pay BOV charges; Cashier Malta Government pays the beneficiary bank charges

Amount: EUR 400.00

BOV to transfer the money: as soon as possible

Receiving bank to get the money as: normal priority payment

Saved template: no

Additional information

Credit amount: EUR 400.00

Debited amount (excluding charges): EUR 400.00

Estimated amount to be withdrawn from account: EUR 401.00

Transaction charge: EUR 1.00

Transaction result

Status: Your instructions have been processed successfully.

Transaction ID: 139638997



Bank of Valletta p.l.c
 Registration Number: C 2833
 Registered Office: 58 Zachary Street, Valletta VLT 1130 - Malta

Pay third party

Printed by: Mr. Pierre Mangion
 Printed on: 04/03/2024 - 08:51
 Document ID: 19299507

Transaction details

Payer's name: PKF Malta Limited

Beneficiary name: Cashier Malta Government

Relation: Utilities

Reason: Other

Payment details: Appeal Fee SPD 8 2023 149

Currency: EUR - Euro

Beneficiary IBAN/Account: MT55MALT011000040001EURCMG5001H

Beneficiary IBAN/Account type: Valid IBAN of country - Malta

Bank name: Other bank

Bank address / Bank's BIC: Let the bank apply the beneficiary bank BIC

Beneficiary address: No

From account: 5001488188 3 (EUR)

Charges should be paid by: Shared - I pay BOV charges; Cashier Malta Government pays the beneficiary bank charges

Amount: EUR 400.00

BOV to transfer the money: as soon as possible

Receiving bank to get the money as: normal priority payment

Saved template: no

Additional information

Credit amount: EUR 400.00

Debited amount (excluding charges): EUR 400.00

Estimated amount to be withdrawn from account: EUR 401.00

Transaction charge: EUR 1.00

Transaction result

Status: Your instructions have been processed successfully.

Transaction ID: 139638897