



Expression of Interest

Invitation for the Provision of Periti to Provide Reviews of Method Statement

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1. Introduction

- 1.1 The Building and Construction Authority (hereinafter referred to as the Contracting Authority or the BCA) is a public authority established under Chapter 623 of the Laws of Malta, known as the Building and Construction Authority Act.
- 1.2 The BCA is looking to establish a panel through which professional services for the verification and technical review of method statements in accordance with Subsidiary Legislation 623.06 – Avoidance of Damage to Third Party Property Regulations
- 1.3 The Contractor is expected to provide independent professional service and shall be following the specific administrative instructions of the Authority.
- 1.4 The period of performance shall commence from the last signature of the Contract.
- 1.5 The period of performance shall be for period of **eight (8) months** or until the Contract amount is exhausted (whichever comes first).

1.6 Where the Contractor is a firm or organization, all professional services must be exclusively rendered by the approved Key Expert nominated in the submission.

2. Duties, Functions and Responsibilities

For each assigned file, the Contractor will be expected to carry out the following activities:

- a) Verify submission and conduct a technical review of method statements and of any other documents as may be required by SL 623.06, Avoidance of Damage to Third Party Property Regulations, and any subsequent amendments including:
 - I. A verification that the method statement has been duly submitted in accordance with regulation SL 623.06; and
 - II. A detailed technical assessment of the contents of the method statement to determine whether the proposed works, measures, and methodologies adequately address the objectives and requirements of SL 623.06, including the avoidance and mitigation of damage to third-party property, and reflect sound engineering and construction practice.
- b) Provide a detailed written report, identifying technical deficiencies and setting out clear engineering recommendations and solutions, where the method statements are technically inadequate to meet the objectives and risk-mitigation requirements of SL 623.06.
- c) Required to work independently.
- d) Represent the Contracting Authority before the Court and/or independent Tribunals in relation to the assigned project files
- e) Meet very tight deadlines as per the table below:

Number of Files Allocated	First review of file by not later than
One (1) File	Two (2) working days
Five (5) files	Four (4) working days
Ten (10) Files	Seven (7) working days
Fifteen (15) Files	Ten (10) working days
More than fifteen (15) files	No more than thirteen (13) working days

The Contractor shall perform his duties in full compliance with the Laws of Malta and always act according to the Code of Professional Conduct for Periti (Chapter 390.01 of the Laws of Malta)

3. Other Obligations

3.1 The Contractor shall submit to the BCA the official mobile number, office telephone number and email address and agree to inform the Contracting Authority immediately of any changes of such details;

3.2 The Contractor shall perform his duties in full compliance with the Laws of Malta and always act according to the Code of Professional Conduct for Periti (Chapter 390.01 of the Laws of Malta);

3.3 In order to fulfil the exigencies in the appointed role, the Contractor may be required to attend any work-related courses and meetings as instructed by the Contracting Authority;

4. Terms and Conditions

4.1 The Contractor has to assume responsibility for the contents of any report drafted. Any technical assessment or any other form of professional opinion provided must be recorded in writing and must be signed by the Contractor.

4.2 The Contractor must execute any assignment with the utmost integrity. The Contractor must declare if there is any conflict of interest with any party involved whenever an assignment is handed to him/her by the Contracting Authority.

4.3 The Contractor is obliged to complete the review and submit the detailed written report within the timeframes specified in Clause 2 above.

4.4 The Contractor shall not, whether directly or indirectly, solicit, entice, or approach any of the developers or third parties related to the assigned files for the purpose of providing similar and/or additional services to the one provided under this agreement.

- 4.5 The Contractor may not request, or receive, from any party related to the assigned files any form of payment for the services rendered under the contract with the Authority.
- 4.6 The Contractor shall not cause, suffer or permit any confidential information to be used for the gain or benefit of any party, or for the Contractor's own gain or benefit, for reasons which fall outside the scope of the contract with the Authority.
- 4.7 During the term of the contract with the Contracting Authority and at all times thereafter, the Contractor shall keep all confidential information in confidence.
- 4.8 The Contractor shall make use of their own equipment and shall refrain from purchasing any items/equipment on behalf of the Contracting Authority or the Ministry as part of the contract with the Authority. Any items/equipment related to this Contract which are to be acquired by the Contracting Authority for the execution of this contract must be purchased by means of a separate procurement procedure.
- 4.9 Any dispute which may arise between the Contractor and the Authority in connection with the execution of this Contract will first be dealt with in an amicable way and if unresolved, will be settled through arbitration proceedings.
- 4.10 The Contractor shall be responsible to have his own Professional Indemnity Insurance, covering the period of execution of the contract.
- 4.11 In the event that the Contractor fails to submit the detailed written report and complete the technical review within the respective timeframes stipulated in Section 2, the Contracting Authority may impose a daily penalty of €30 per working day of delay for each delayed file. The cumulative amount of such penalties shall be capped and shall not exceed twenty percent 20% of the total contract price. The Contracting Authority reserves the right to automatically deduct any accrued penalties from the monthly invoices submitted by the Contractor. Should the accumulated penalties

reach the 20% maximum threshold, the Contracting Authority reserves the right to unilaterally terminate the contract forthwith, without prejudice to any other rights or remedies available to the Authority under this Agreement or at law.

5. Duration of Contract and Payment

- 5.1 The period of performance shall commence from the last signature of the Contract and shall run for a period of eight months (8) or until the Contract amount is exhausted (whichever comes first).
- 5.2 This is a fee-based contract. Payments will be made upon presentation of and approval by the Contracting Authority of invoices on a monthly basis, which invoices shall include only those projects/files which were assigned and are 100% completed by the Contractor.
- 5.3 Payments may be stopped whenever, in the opinion of the Contracting Authority, the Contractor is in breach of the conditions of the contract.
- 5.4 All invoices issued by the Contractor to the BCA for payment for services rendered in terms of the contract shall be payable to the Contractor within thirty (30) calendar days from the date on which the said invoice has been received by the BCA.
- 5.5 The Contractor needs to be in possession of a valid VAT number.
- 5.6 Every invoice presented to the BCA should contain an Invoice date, the Contractor general details, the amount in Euro (net of Vat) and the VAT Component together with the total amount due.
- 5.7 The Contractor shall be responsible to pay VAT, Income Tax and National Insurance Contributions and any other dues that may be applicable as a result of the engagement and throughout the contract's duration.

6. Termination

- 6.1 Without prejudice to any other provision hereof, the contract shall terminate, at the option of the Contracting Authority, by giving written notice of termination to

the Contractor, without prejudice to any claim for damages or other remedy to which the Authority may be entitled either at law or under this Agreement, on the occurrence of any one or more of the following events:

- a) If the Contractor breaches, or habitually neglects, or proves ineffective in accomplishing, or demonstrates an incapacity/inability to fulfil the duties/obligations which it is required to perform under the terms of this Agreement;
- b) If the Contractor fails to obey any order and/or instruction or fails to observe any policy and/or directive promulgated from time to time by the Contracting Authority;
- c) If the Contractor, at any time during the term of this contract, fails to cooperate with the Contracting Authority and/or its officers;
- d) If it should become apparent to the Contracting Authority that any matter disclosed, warranted or represented to the Contracting Authority by or on behalf of the Contractor is materially or adversely misleading or incorrect;
- e) If the Contractor fails to fulfil any of his/her obligations under this contract;
- f) If the Contractor fails to comply with the terms and conditions of the Contract Agreement, and such non-compliance is deemed to be of material significance by the Contracting Authority ; and
- g) Upon the occurrence of any event or circumstance which gives the Contracting Authority good reason to believe that the Contractor may not perform any obligation/s referred to in the contract.

7. Selection of Contractors

The nominated Key Expert will be interviewed by a selection board to assess their suitability for the post.

Candidates must provide an original official identity document (identity card or passport) and original certificates for verification at the interview stage.

The respective contractor will be notified by email of the outcome. The result of the interview will remain valid for eight (8) months.

8. The Pool of Contractors

After the selection, the pool of Contractors will be assigned work in a rotation system. If the Contractor next in-line is unable to assume the assignment due to a conflict of interest, the next Contractor in the pool will be offered the task. In the unlikely case the pool is fully exhausted, the Contracting Authority may opt to appoint an external Contractor to fulfil the assignment for the task in question.

In case that the contract with a Contractor on this panel is terminated as per clause 6 of the contract, the Contracting Authority will contact the applicant who was next in line in being awarded the contract, as listed by the selection board. If the full list of applicants is exhausted, the Contracting Authority may opt to issue a new call to fill this vacant position.

9. Eligibility Requirements

Eligible applicants need to possess all the following:

- (a) In possession of a valid warrant issued by the Periti Warranting Board as per Chapter 390 of Periti Act
- (b) Fluent in speaking and writing in Maltese and English languages.
- (c) Applicants should be of good moral character, trustable, team driven, and motivated to perform their duties diligently and zealously.

Note: Submissions made on behalf of a Periti firm or organisation are eligible. However, each firm or organisation may only nominate one individual Key Expert. The nominated Key Expert must personally meet all eligibility requirements set out in this section and must be the individual who attends the evaluation interview set by the Building and Construction Authority, even during the stage when the Contracting Authority is still accepting applications for this rolling call. Furthermore, this exact individual must be the sole person providing the services during the implementation of the contract.

10. Submission

10.1 Interested parties are to submit their interest by filling in Annex I and Annex II of this Expression of Interest and attach all relevant documentation as being indicated in clause 10.2 below. **Submissions are to reach the BCA by the email address indicated in clause 10.3 below.**

10.2 The Contractor is requested to submit the following documentation in relation to the nominated Key Expert:

- Updated Curriculum Vitae.
- Copy of a valid warrant issued by the Periti Warranting Board as per Chapter 390 Periti Act.
- Copy of other relevant original certificates related to the construction sector (if any).

10.3 The Expression of Interest including all documents may be submitted to the BCA, electronically on the following email address: procurement.bca@bca.org.mt

10.4 A Contract is to be signed within fifteen (15) days from the notification of the result of the interview.

10.5 By submitting their interest, the applicants are accepting that this procedure is regulated by Maltese Law and are deemed to be aware of all relevant laws; acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the procedure.

10.6 Applicants shall bear all costs associated with the preparation and submission of their interest. The BCA shall not reimburse any fee associated with the preparation of the expression of interest in the event that any or all interest/s is/are rejected.

10.7 The Contracting Authority reserves the right to:

- a) Cancel this Expression of Interest.
- b) Reject all interests that had been received.
- c) Initiate a new Expression of Interest.

Annex I – Submission Table

<u>General Details</u>	
Name of Contractor	
Name of Key Expert	
Address	
Email Address	
Contact No. (Mob)	
VAT Registration No.	

Annex II - Declaration Form Schedule of Fixed Rate

I hereby declare and agree to carry out the services at the rates established below:

Item No	Item Description	Estimated Quantity of Files	Fixed Rate per File (including Taxes/Charges, but Exclusive of VAT)	Total (including Taxes/Charges, but Exclusive of VAT)
1	Provide the services in line with Section 2 'Duties, Functions and Responsibilities of this Expression of Interest	65	€150	€9,750
	Total			€9,750

If these quantities are not used, the Contractor shall have no claim against Government.

Date: _____

Signature: _____

Declaration:

I declare that by signing this form I have read, understood and agreed to abide to all the clauses mentioned in this Expression of Interest.