

EXPRESSION OF INTEREST (EOI) FOR THE SERVICE OF AN ARCHITECT (PERIT)

Section A:

1) General Information

- a) Response to this EOI are to be submitted by not later than the 18th May 2020 at noon.

All submissions will be dealt with in strictest confidence.

- b) The Estimated Procurement Value for this EOI 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 € 5000 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 Ministry for National Heritage, the Arts and Local Government. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Ministry for National Heritage, the Arts and Local Government reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

2) Purpose

The purpose of this EOI is for Architectural Services on behalf of the Ministry for National Heritage, the Arts and Local Government as defined under the duties and responsibilities of this EOI.

3) Beneficiary

The beneficiary, being the Ministry for National Heritage, the Arts and Local Government, is the point of contact for this EOI. Please refer any inquiries to:

Ministry for National Heritage, the Arts and Local Government permsec.mhal@gov.mt

Any EOI addenda/updates will be made available on the Contracting Authority's website <https://culture.gov.mt/en/Pages/Tenders.aspx> by not later than 14th May 2020 at noon.

Section B

Scope and Terms & Conditions

1) Place of acceptance

The place of acceptance of the service shall be the Ministry for National Heritage, the Arts and Local Government

2) Criteria for Award

The sole award criterion will be the price. This contract may be awarded to multiple bidders in order of precedence based on price ranking.

3) Lots

This EOI is not divided into lots, and bids must be for the whole of quantities indicated. Bids will not be accepted for incomplete quantities.

4) Duties and Responsibilities

The Architect/Perit will be required to carry out:

- Site Inspection of the Properties
- Survey of Properties
- Existing Plans of Properties
- Evaluation of Properties Including Report

5) Skills and competencies

The selected Architect/Perit shall achieve the specific and overall objectives of the Project mainly:

- i) The delivery of the Project in a timely manner and in line with the programme of implementation approved by the Ministry for National Heritage, the Arts and Local Government;
- ii) The delivery of the Project with the quality as specified with the rules and practices regulating the architectural profession;
- iii) The delivery of the Project within the allocated budget.

6) Execution / Delivery Period

The place of acceptance of the service shall be Ministry for National Heritage, the Arts and Local Government and the time-limits for the execution of the contract shall be eight weeks from signing of contract.

7) Qualifications

Position	Minimum Qualification
Architect (Perit)	Warrant to Practice in Malta issued by the Warranting Board (as defined under Chapter 390 of the Laws of Malta).

8) Delays

The Architect/Perit shall be subject to a penalty for delay of 0.5% of the total contract value per day inclusive of Saturdays, Sundays and Public Holidays for any delays over the period of performance stated above, provided that such penalty shall not exceed 50% of the contract price.

9) Intellectual Property Rights

- a) All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Architect/Perit in the performance of the contract shall be the absolute property of the Ministry for National Heritage, the Arts and Local Government.
- b) The Architect/Perit shall, upon completion of the contract, deliver all such documents and data to the Ministry for National Heritage, the Arts and Local Government. The Architect/Perit shall 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 Ministry for National Heritage, the Arts and Local Government.
- c) The Architect/Perit 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 Ministry for National Heritage, the Arts and Local Government, without the prior written consent of the Ministry for National Heritage, the Arts and Local Government.
- d) 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 Ministry for National Heritage, the Arts and Local Government, 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.

10) Conflict of Interest

- a) The Architect/Perit shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Ministry for National Heritage, the Arts and Local Government without delay.
- b) The Ministry for National Heritage, the Arts and Local Government reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Architect/Perit shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. The Architect/Perit shall replace, immediately and without compensation from the Ministry for National Heritage, the Arts and Local Government, any member of its staff exposed to such a situation.
- c) The Architect/Perit shall refrain from any contact which would compromise its independence or that of its personnel.
- d) If the Architect/Perit fails to maintain such independence, the Ministry for National Heritage, the Arts and Local Government may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.
- e) The Architect/Perit shall after the conclusion or termination of the contract, limit its role in connection with the project to the provision of the services. Except with the written permission of the Ministry for National Heritage, the Arts and Local Government, the Architect/Perit and any other Contractor, or supplier with whom the Architect/Perit 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 of the project.

Section C

Bidder Technical Offer

The Architect/Perit shall duly fill-in the table below and submit their CVs and the Financial Offer on permsec.mhal@gov.mt

Name of Architect / Perit	ID/Passport No	Proposed Position	Warrant Number	VAT Number
		Architect / Perit		

Closing date for applications is the 18th of May 2020.

Financial Offer

Description	Total including Taxes & other Duties, Discounts <u>but</u> Exclusive of VAT
Fee for Architectural Services as defined in this EOI	Amount in Euro (€) €
Amount in Words:	

During the evaluation of the offers submitted by bidders, the Evaluation Committee may request the Bidders to submit any additional/missing/incomplete information.

Section D

Method of Payment

Payments will be made in Euro. Payments shall be authorised and made by the Ministry for National Heritage, the Arts and Local Government.

The Architect/Perit shall submit claims for payment once the project report is submitted and approved by the Ministry for National Heritage, the Arts and Local Government.

The Ministry for National Heritage, the Arts and Local Government shall pay the Architect/Perit sums due within 60 days of the date on which an admissible payment is registered. This period shall begin to run from the approval of these documents by the Ministry for National Heritage, the Arts and Local Government representative. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents. Claims for payments must be supported by evaluation of the services executed by the Architect/Perit. The claim for payment shall be evaluated by the Ministry for National Heritage, the Arts and Local Government in relation to the Financial Bid and Contract Rates and documentation produced by the Architect/Perit and on the basis that such services have been executed in accordance with the Contract Documents and to the satisfaction of the Ministry for National Heritage, the Arts and Local Government.