



Reference number: **STH T/1/2020**

TENDER FOR THE SERVICES OF AN ARCHITECT - SOUTHERN REGIONAL COUNCIL

**This project is being financed through Regional budget
funds.**

Important: No Bid Bond is applicable.

SOUTHERN REGIONAL COUNCIL

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 The subject of this tender is the Professional Services of an Architect and Civil Engineer to SOUTHERN Regional Council and shall include duties as per terms of reference.
- 1.2 The place of acceptance of the services shall be SOUTHERN Regional Council, and any project that it may be carrying out directly in one or more of the localities that form the region, the time-limits for delivery shall be for a period of one (1) year with the possibility of further yearly extensions up to a maximum of four (4) years and the INCOTERM²⁰¹⁰ 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 € 10,000 per annum 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.

2. Timetable

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

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.

4. Clarification Meeting/Site Visit/Workshop

- 4.1 No clarification meeting/site visit is planned.
- 4.2 The last date on which the Contracting Authority (CA) shall issue a clarification is four days prior to the closing date of the tender, i.e. 7th July, 2020 at 1100 hrs.

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)

(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 the 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
 - a) 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)
 - b) Declare that the person who is to act as architect is registered in the Maltese Registered List of Architects and Civil Engineers. This information shall be included in the Selection Criteria Declaration Form in Question Reference number 2 under the Suitability Section. (Note 2A)

(C) Specifications

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

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

The following are the minimum criteria of key staff:

1 x Warranted Architect & Civil Engineer (Perit)

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 497 of the Laws of Malta (First Schedule Code of Ethics Article 5).

This self-declaration is to be endorsed by all Key Experts (who are also, Public Employees).

The tenderers are to substantiate their claims in respect to the staff proposed by submitting CVs of Key Experts at tendering stage. Key Experts shall also to submit a filled-in Statement of Exclusivity and Availability, the Self-Declaration form (as per specimen) and copies of educational certificates and warrant (where applicable)

Tenderer's Technical Offer (Organisation and Methodology) ^(Note 3)

(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)
- (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 between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail. This condition shall not apply to the financial bid forms constituting of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and corrected, as necessary and when 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.

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 3 - 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 should be indicated afterwards.

Article 2: Notices and Written Communications

- 2.4 Any communication during the tendering period is to be made through the e-procurement platform (www.etenders.gov.mt).

Following the tendering procedure communication shall be as follows:

The Executive Secretary
Southern Regional Council
Triq il-Vitorja,
Ħal Qormi, QRM 2504
Telephone. +356 2149 9389
Email: regjun-nofsinhar.dlg@gov.mt

Article 5: Supply of Information

- 5.1 As per General Conditions.

Article 6: Assistance with Regional Regulations

- 6.1 As per General Conditions.

Article 7: General Obligations

- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. 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, and 10% where the amount of the total contract value is €500,000 or above.

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 value, 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. [Therefore, the amount shall be calculated proportionately, for example, if the total Performance Guarantee is equivalent to Euro36,000 exclusive of VAT and the contract shall cover 3 years, the amount of the Performance Guarantee shall be that of Euro12,000 exclusive of VAT, (that is Euro 36,000 divided by 3)]

If a Procurement Procedure was published with lots and subsequently awarded accordingly, each lot shall be regarded as a separate contract, even if the same contractor wins more than one (1) lot. As a result, the amount of the Performance Guarantee shall be calculated per lot.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts 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 an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15 The performance Guarantee shall be released within 30 calendar days from the date of contract termination or expiry.

Article 13: Medical, Insurance and Security Arrangements

- 13.3 N/A

- 13.4 Further to the provisions of the General Conditions, the Contractor shall be covered by a Professional Indemnity Insurance, in conformance to prevailing legislation during the execution of this contract.

Article 14: Intellectual and Industrial Property Rights

- 14.3 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 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.

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.

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference).

Article 16: Personnel and Equipment

- 16.4 As per General Conditions.

Article 18: Execution of the Contract

- 18.1 Performance of the contract is to commence as specified on the issue of ' Order to Start Service Letter' after the signing of the contract.
- 18.2 Subject to earlier termination in accordance with the provisions of the General Conditions of contract, the Contract shall be valid for a period of one (1) years with the possibility of further yearly extensions up to a maximum of four (4) years, at the same conditions and rates as stipulated in this contract. This period is to start from the commencement date as specified on the issue of ' Order to Start Service Letter' after the signing of the contract. No extensions are envisaged and a new call for tender is to be issued thereafter.

Article 19: Delays in Execution

- 19.2 A daily penalty of Fifty Euro (€50), up to a limit of 20% of the total price, shall be charged to the contractor 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.

Article 20: Amendment of the Contract

- 20.2 As per General Conditions.
- 20.5 As per General Conditions
- 20.6 As per General Conditions

Article 24: Interim and Final Progress Reports

24.1 Not applicable.

Article 26: Payments and Interest on Late Payment

26.1 This is a Fee-Based contract.

The payments will be made according to the following schedule, subject to the provisions of Articles 26 of the General Conditions:

Narrative	Percentage (%)
Payments will be made following certification of invoices and approval of payment through Regional Council Meeting	100% of certified invoice

26.2 As per General Conditions.

Article 27: Pre-Financing Guarantee

27.2 Not applicable.

27.5 Not applicable.

Article 30: Revision of Prices

30.1 N/A

30.5 No additional payment shall be due, over and above that stipulated in the awarded contract value, for the carrying out of any measurements on works executed.

Article 32: Breach of Contract

As per General Conditions.

32.2 Article 39: Further Additional Clauses

Not Applicable

SECTION 4 - TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

Note:

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

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 - Central Government Authority

N/A

1.3 - Contracting Authority

Southern Regional Council (Regjun Nofsinhar)

1.4 - Relevant Country Background

Not Applicable

1.5 - Current State of Affairs in the Relevant Sector

The localities with the Southern Regional Council are: Hal Qormi, Haz-Zebbug, Is-Siggiewi, Birzebbuga, Il-Gudja, Hal Ghaxaq, Il-Hamrun, Hal Kirkop, Hal Luqa, L-Imqabba, Il-Qrendi, Hal Safi, Santa Lucija, Iz-Zurrieq.

1.6 - Related Programmes and Donor Activities

Not Applicable

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:
To have a person or persons or a legal entity who services to the Regional Council shall include the provision of a professional service of an Architects and Civil Engineer Services to the said Council.

2.2 - Specific Objectives

The objectives of this contract are as above.

2.3 - Results to be Achieved by the Consultant

Not Applicable

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- It is assumed that the Service Provider will execute the service with the highest efficiency.
- It is assumed that the contractor is obliged to ensure that this contract is performed in accordance with the prevailing and any subsequent Occupational Health and Safety Regulations. The Regional Council cannot be held responsible for any health related incidents.
- It is assumed that in executing this service, the Service provider shall operate in line with all current legislation in force
- In executing any work under this contract, the Service Provider shall comply with any requirements contained in any law which may from time to time be in force in Malta and with any procedures, policies, orders, guidelines or directives issued thereunder.
- It is assumed that the Service Provider has the relevant qualification, warrants, and formal recognition to perform services as requested in the tender document

3.2 - Risks

- Time limits may not be used as a justification for sub-standard work. It is expected that the service provider has sufficient organisational capacity to handle pressure and maintain high quality work standards.

4. Scope of the Work

4.1 - General

4.1.1 Project Description

This document is a contract providing for the professional services of an Architect and Civil Engineer to SOUTHERN Regional Council.

The nature of works to be executed can vary from design of projects to supervision of contracts and any other such works of a similar nature as are determined from time to time by the Council including EU related projects.

With respect to all infrastructural works being monitored and supervised, appropriate reporting and certification procedures are to be agreed to between the Regional Council Representative and the Council Architect and Civil Engineer.

4.1.2 *Geographical Area to be covered*

The SOUTHERN Region Council including all the localities that form part of the Region.

4.1.3 *Target Groups*

Not Applicable

4.2 - Specific Activities

4.2.1 *Definitions*

'Council Architect and Civil Engineer and Civil Engineer' is a person or persons appointed by the Regional Council to act as Council Architect and Civil Engineer and to perform the duties listed in Clause 4 and such duties of a similar nature as may from time to time be required by the Council. A Council Architect and Civil Engineer and Civil Engineer may also include any legal entity. For the purposes of this Contract Document the term 'Contractor' shall refer to the Council Architect and Civil Engineer.

For the purposes of this contract the 'Council Representative' means the person appointed by the Regional Council and notified in writing to the Contractor (in this case the Council Architect and Civil Engineer) to act as Council Representative for the purposes of this Contract.

As 'the Contractor' the Council Architect and Civil Engineer and Civil Engineer shall only accept instructions from the Council Representative for his contract. No Council personnel or Councillors other than the Council Representative shall be authorised to give instructions directly to the Council Architect and Civil Engineer.

4.2.2 *Nature of Work*

The role of the Architect and Civil Engineer shall be:

- preparation of tender documents including the Bill of Quantities, for the execution of works. The Council Architect and Civil Engineer and Civil Engineer will be required to manage and supervise these contracts where applicable
- preparation of designs, plans, drawings, applications, reports and any other work that may be required by any authority authorized to approve or judge such applications.
- produce a technical report on the quotations / tenders received and afford all assistance to the Council that may be required in their evaluation and adjudication.
- ensure that the Contractor carrying out the works complies with the contract provisions and for such purpose the Council Architect and Civil Engineer shall provide such supervision as to ascertain that the progress of, and the quality of the work being undertaken is in accordance with the said contract provisions.

- assume responsibility for the provision of the basic administration for the execution of the works and shall ensure that the progress and the quality of the work is in accordance with the contract provision regulating the contractor. For such purpose the Council Architect and Civil Engineer shall be deemed to be the representative of the Regional Council.
- evaluate and certify the work undertaken and the correctness of the amount due and that the work complies with the relevant contract provisions.
- provide the Regional Council with a detailed measurement of works.
- represent the Regional Council in relation to any contract of works being managed and all decisions taken by him shall be in accordance with the provision of the contract documents relative to the works to be executed.
- co-operate with and advise the Regional Council and the relevant Contractors on technical matters if required.
- certify the partial or full completion of works.
- bring to the immediate attention of the Council any infringements or omissions to the Contracts by the relevant Contractors. The Council Architect and Civil Engineer shall also recommend remedial actions.
- liaison with the contractor /s for commencement and finish dates for works.
- ensure the satisfactory carrying out of contractual works including frequency and quality of works.
- attendance at meetings if necessary.
- preparation of proposals and reports of a technical nature for submission to the appropriate authorities.
- carry out follow-up action with Government Departments, Parastatal Bodies and private contractors in connection with works undertaken within the Regionality, irrespective of whether the Council is directly involved or otherwise.
- inspect planning applications at the Planning Authority as may be requested by the Council.
- assist the Regional Council in its function in terms of Article 37b of the Local Government Act, that is to give an opinion regarding the Local Plan and the same opinion will be attached to the report submitted to the House.
- submitting objections to the Planning Authority on behalf of the Regional Council on any development application within the localities that form part of the region.

In the preparation of the Job Description with regards to the Workplan, the Council Architect and Civil Engineer shall include details of work to be performed.

4.2.3 *Working Hours*

Unless otherwise instructed by the Regional Council Representative, the inspection of works shall be carried out at the professional discretion of the Council Architect and Civil Engineer ensuring adequate and timely supervision of contract works and timely performance of the administrative duties as specified

4.2.1 *Quality of Service*

The Council Architect and Civil Engineer is required at all times to perform the service in accordance with the highest professional standard of efficiency and courtesy. He shall, in particular, avoid causing any nuisance to the general public.

4.2.1 Complaints

The Council Architect and Civil Engineer shall forward any complaints in writing to the Council on the same day has received them.

Where the complaint regards any infringement or omission by the relevant Contractor to any the Contracts listed in article 9, the Council Architect and Civil Engineer shall also immediately bring this to the Contractor's attention for remedial action in writing.

Where the Council Architect and Civil Engineer has been instructed in writing by the Regional Council's Representative to remedy any failure to comply with the Contract for Management/Professional Services Contract documents, the Council Architect and Civil Engineer shall remedy the failure within 48 hours of notification unless he is required otherwise by the Regional Council Representative.

4.2.1 Documentation

The Council Architect and Civil Engineer shall be responsible for maintaining accurate records of the contract work performed, inspections, certification of work completion and agreements with the contract Relevant copies of documents are to be forwarded to the Council and to the relevant Contract. The Council Architect and Civil Engineer may make use of the facilities available at the Regional Council's Administrative Offices in the performance of the duties laid down in this contract.

4.2.1 Conflict of Interest

The Council Architect and Civil Engineer shall not, during the execution of this Contract, have any interest, contractual and / or advisory obligations, roles or consultancies with any persons, company, venture, partnership, or other association which may have any commercial interest in relation to the service being rendered under this Contract.

In particular, the Contractor/Architect shall not be allowed to bid for any tenders drafted by the same Contractor/Architect.

The Regional Council can terminate the Contract whenever it is deemed that the Architect and Civil Engineer is default regarding the clause above.

4.2.1 Payment by the Regional Council

Subject to the General Conditions of Contract for the Provision of the Professional Services of an Architect to Council of this Contract Document the Regional Council shall pay the Council Architect and Civil Engineer the rates indicated in the BOQ after a detailed invoice is submitted indicating the work carried out during that project. Full payment shall be made, without deductions once the jobs requested are delivered within the time frames indicated in Article 8.1 - "Timeframes" schedule.

The Contract Management fees pertaining to the retained money, if any, of a contract, shall be released only when these are liable, this is after the first year and after the second consecutive year, only if it is assured that the road in question is up to the required standards after that period of time.

4.2.1 Defaults

Failure by the Contractor to comply with the above shall be deemed to be a default and the Council Representative shall be entitled to record and deliver a written notice of default to the Contractor.

For the purposes of this Contract, a deduction shall be made by the Council Representative in respect of every default notice. Such deduction shall be decided by the Council Representative in his / her absolute discretion.

Such deductions as an aggregate shall not total more than 30% of the total value of the work in question.

4.3 - Project Management

4.3.1 *Responsible Body*

SOUTHERN Regional Council is the responsible Body.

4.3.2 *Management Structure*

Not Applicable

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

Not Applicable

5. Logistics and Timing

5.1 - Location

Not Applicable

5.2 - Commencement Date & Period of Execution

The intended commencement date is upon award of contract and the period of execution of the contract will be of a maximum of 48 months from date of contract, executed in line with the provisions as outlined in the Special Conditions of this Tender Document.

6. Requirements

6.1 - Qualifications

The Architect must be competent, qualified and able to perform the duties in these terms of reference.

The Architect must be a warranted Architect and Civil Engineer.

In addition, the architect should have adequate knowledge in road construction.

6.1 - Personnel

6.1.1 *Other Experts*

CVs for experts other than the key experts are not examined prior to the signature of the contract.

The Consultant shall select and hire other experts as required to satisfy these Terms of Reference.

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

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

6.1.2 Support Staff and Backstopping

As appropriate.

6.2 - Accommodation

Not Applicable

6.3 - Facilities to be provided by the Consultant

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

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

6.4 - 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.

7. Reports

7.1 - Reporting Requirements

Not Applicable

7.2 - Submission & approval of progress reports

Not Applicable

8. Monitoring and Evaluation

8.1 - Timeframes

The jobs shall be performed within the time limits indicated hereunder. The start date of a job shall be the postmark date or the date on the order should the postmark be unavailable.

- preparation of tender documents including the Bill of Quantities, for the execution of works - **within four weeks.**
- preparation of the Bill of Quantities - **within three weeks.**
- preparation of designs, plans, drawings, applications, reports and any other work that may be required by any authority authorized to approve or judge such applications - **within six weeks.**
- Preparation of design only - **within two weeks**
- produce a technical report on the quotations / tenders received and afford all assistance to the Council that may be required in their evaluation and adjudication - **within two weeks.**
- ensure that the Contractor carrying out the works complies with the contract provisions and for such purpose the Council Architect and Civil Engineer shall provide such supervision as to ascertain that the progress of, and the quality of the work being undertaken is in accordance with the said contract provisions - **ongoing, as indicated by the council and according to service exigencies.**
- assume responsibility for the provision of the basic administration for the execution of the works and shall ensure that the progress and the quality of the work is in accordance with the contract provision regulating the contractor. For such purpose the Council Architect and Civil Engineer shall be deemed to be the representative of the Regional Council - **ongoing.**
- evaluate and certify the work undertaken and the correctness of the amount due and that the work complies with the relevant contract provisions - **within two weeks from the completion of works.**
- provide a detailed measurement of works - **within two weeks.**
- represent the Regional Council in relation to any contract of works being managed and all decisions taken by him shall be in accordance with the provision of the contract documents relative to the works to be executed - **ongoing, as indicated by the council and according to the exigencies of the service.**
- co-operate with and advise the Regional Council and the relevant Contractors on technical matters if required - **as requested, as indicated by the council and according to the exigencies of the service.**
- certify the partial or full completion of work specified in each Contract **ongoing.**
- bring to the immediate attention of the Council any infringements or omissions to the Contracts by the relevant Contractors. The Council Architect and Civil Engineer shall also recommend remedial actions. - **ongoing**

- liaison with the contractor /s for commencement and finish dates for works - **as necessary, as indicated by the council and according to the exigencies of the service.**
- Ensure the satisfactory carrying out of contractual works as described in Clause 03 including frequency and quality of works - **as necessary, as indicated by the council and according to the exigencies of the service.**
- Attendance at meetings - **as required and according to the exigencies of the service.**
- preparation of proposals and reports of a technical nature for submission to the appropriate authorities - **as required.**
- Follow up on PA Applications - **within one week**
- In urgent cases, the Council Architect and Civil Engineer shall execute works according to the Regional Council's requirements and **within the requested timeframes.**

Failure to comply with these timeframes may result in the Council's terminating the contract giving one-month notice.

8.2 - Special Requirements

As appropriate.

9. *Contracts to be managed*

Any projects as commissioned by the Regional Council only.

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Glossary

4.3 - Specimen Performance Guarantee

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 Services Contracts (Version 4) 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.

4.8 - 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).