



REFERENCE NUMBER: SPD3/2025/038

SERVICES - TENDER FOR THE PROJECT MANAGEMENT AND TECHNICAL SUPERVISORY SERVICES FOR THE UPGRADING OF RURAL ROADS ACROSS GOZO



The Rural Development Programme for Malta 2014-2020
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Europe Investing in Rural Areas

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Provisions

- 1.1 The subject of this tender is the provision of professional project management and technical supervisory services for the upgrading of rural roads across Gozo. This includes the following services: (a) Project Management; (b) Site Coordination; (c) Technical Supervision (Architectural/Civil Engineering); (d) Contract Management and Document Controller; (e) Quantity Surveying and Cost Control; (f) Reporting, liaison, and Project Communications; (g) Health and Safety Certification; (h) Other services described in the Terms of Reference.

The overall project objective is the project management of a number of works contracts related to the upgrading of rural roads across Gozo. This is the primary objective which the Project Management Services Firm being engaged through this contract will be expected to achieve.

- 1.2 The place of acceptance of the services shall be located at Triq Klula in Kercem and Triq Ghajn Abdul, Triq Wied Junu and Triq ta' Spiteri in Kercem/San Lawrenz Gozo, the time-limits for the execution of the contract shall be six (6) months from the Commencement Notice with the possibility to extend by a further period of six (6) month, and 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 €116,061.00 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 EcoGozo Directorate within the Ministry for Gozo and Planning.

2. Timetable

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

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority.	15/05/2025	09:30hrs
Clarifications by registered users to be sent online through www.etenders.gov.mt		
Last date on which additional information can be issued by the Contracting Authority	20/05/2025	09:30hrs
Deadline for Submission of Tenders	27/05/2025	09:30hrs

(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)		
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	27/05/2025	10:00hrs
* 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 tender is not divided into lots because the requested services comprise one assignment at the end of which, the contractor must certify and assume responsibility for the whole project. Such certification and single point of responsibility cannot be divided.
- It is very undesirable and risky for the project to which this tender refers to have the project management and supervisory team split between several companies which may be awarded the different lots.
- The responsibility for project management and supervision should fall on one entity to avoid conflict and shifting of blame and responsibility between multiple contractors.

4. Clarification Meeting/Site Visit/Workshop

4.1 No clarification meeting/site visit is planned.

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/ePPS/xml structure by the Economic Operator, as indicated in the relevant fields of the tender structure.

In relation to sub-contracted services (if applicable) for any supply of temporary/outsourcing personnel to implement the contract, the sub-contractor is to provide the following:

In line with the Employment Agencies Regulations S.L. 452.130, Economic Operators operating an Employment Agency or Employment Business shall be in possession of a Valid licence issued by the Department for Industrial and Employment Relations (DIER), for a period of two (2) years beginning from the date specified in the licence for its commencement. The said licence shall specify if the activity in Malta of the Employment Agency/Business is:

- (i) to render both of the following activities:
 - a. Temporary Work Agency and/or
 - b. Outsourcing Agency.

Economic Operators shall submit a Self-Declaration whereby they declare that should they be the Recommended Awardee, prior to Contract Signing, they shall be in possession of a Valid or Conditional Licence, issued in accordance with the Employment Agencies Regulations (S'L.452.130), to operate an Employment Agency or Employment Business. Such Self-Declaration shall also specify that during Contract Execution Stage of the Procurement/Concession Procedure, Economic Operators (in their capacity as Contractors) shall, prior to the expiry of a valid Licence, renew the licence for further periods of two (2) years. Accordingly, the signed and dated Contract Agreement shall be accompanied by a copy of the said Licence and any other documentation as may be requested. For avoidance of doubt, it is being clarified that the Authority/Entity responsible for the Procurement/Concession Procedure shall not endorse the Contract Agreement if the aforementioned copy of the Licence is not submitted. Economic Operators shall also commit to adhere to any timeframes imposed by the Authority/Entity responsible for the Procurement/Concession Procedure vis-à-vis the submission of a Valid or Conditional Licence, issued in accordance with the Employment Agencies Regulations (S.L.452.130). Additional information on such licences may be viewed from the Department for Employment and Industrial Relations' Employment Agencies portal (<https://employmentagencies.gov.mt/#/en/home>)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format ^(Note 2)

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

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

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

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

(a) Suitability ^(Note 2)

Not applicable.

(b) Economic and Financial Standing ^(Note 2)

Not Applicable

(c) **Technical and Professional Ability** ^(Note 2)

Subcontracting Proportion

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

Any subcontractor proposed and disclosed shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the subcontractor 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).

(d) **Quality Assurance Schemes and Environmental Management Standards** ^(Note 2)

Not Applicable.

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

(C) Specifications

- (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)

The Tenderer's Technical Offer shall consist of the following:

1) Technical Questionnaire ^(Note 3)

2) Declaration (to be completed online using the Tender Response Format) ^(Note 3)

Bidders that fail to upload the respective Technical Offer form shall render their offer non-compliant and shall not be considered for evaluation.

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

A list of the key experts and other staff proposed for the execution of the contract as per Form marked Key Experts to be submitted online through the prescribed tender response format (tender structure). ^(Note 2)

The List of Key experts is as follows:

- **KE1: Project Manager** - In possession of a Qualification from an educational institution, at MQF Level 4 or equivalent, in Construction or Civil Engineering or a qualification with the main area of study being Construction and/or Civil Engineering/or specialised area in these fields.

- **KE2: Architect and Civil (or Structural) Engineer (Perit)** as per Chapter 390 and/or Chapter 622 of the Laws of Malta as shall be in effect at the time of tendering, holding a valid warrant issued by the Periti Warranting Board enabling him/her to practice locally.
- **KE3: Site Technical Officer and Coordinator** - In possession of a Qualification from an educational institution, at MQF Level 4 or equivalent, in Construction or Civil Engineering or a qualification with the main area of study being Construction and/or Civil Engineering/or specialised area in these fields.
- **KE4: Quantity Surveyor**- in possession of at least a qualification at MQF level 4 or equivalent certification in Quantity Surveying;
- **KE5: Occupational Health and Safety Officer (OHSO)** who must be registered with the Occupational Health and Safety Authority (OHSa) (Malta) as a 'Competent Person'.

The expert must present proof of confirmation of a copy of the registration certificate with OHSa together with a detailed CV.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. Public employees may be recruited as experts as long as it is ascertained through the self-declaration form 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 form must be endorsed by all the Key Experts/Personnel who is employed with the Public Administration.

The Curriculum Vitae outlining the qualifications being mentioned above and copies of the Qualifications/Licenses applicable must also be submitted with the offer, which should also include signed Declarations of Availability, signed Professionals Declaration form (if applicable) and signed Public Employees declaration form (to be completed by each individual Key Expert/Personnel who is employed with the Public Administration). These should be submitted with the bidder's Technical Offer. ^(Note 2)

All Key Experts proposed for this tender must possess proficiency in English and/or Maltese. Additionally, each Key Expert must hold at least an Ordinary level qualification at MQF Level 3 or equivalent. Evidence of this qualification must be submitted at tendering stage with the other qualifications requested for the respective key experts/s.

Note: Any of the Key Experts, except for the Health and Safety Supervisor, may assume multiple roles, provided that the nominated Key Expert meets all the minimum qualifications and requirements for each assigned role.

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the services tendered as per Tender Response Format. ^(Note 3)
- (ii) A filled-in Financial Bid Form as per Tender Response Format. ^(Note 3)
In case of any discrepancy between what the bidder inputs as a total in the respective space directly in the .xml tender structure (and reflected in the Opening of Offers Schedule) and what the bidder uploads as a document where requested in the Financial Section of the ePPS, the total in the .xml shall prevail for global-priced/lump sum financial offers.

On the other hand, where the financial offers to be uploaded constitute a Bill of Quantities (BoQ) or financial bid forms which contain rates/quantities/total prices broken down where the total can be arithmetically worked out and/or corrected, the total financial values worked out within the uploaded document in the Financial Section of the ePPS will prevail.

Notes to Clause 5:

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

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

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

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

6. Criteria for Award

- 6.1 The 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 1: Definitions and Conventions

- 1.9 In addition to the provisions of the contract conditions, any reference to the Employer in this document shall be understood to mean the Contracting Authority.

Article 2: Notices and Written Communications

- 2.4 Further to what is stated in the General Conditions, any communication following award of the contract shall be made to the following:

Eco Gozo Directorate
Ministry for Gozo and Planning
St. Francis Square
Victoria, Gozo
VCT 1335

Details of the official person to contact and an official email account will be provided to the awarded bidder upon endorsement of the contract. The Contractor shall at all times respect the Contracting Authority's preferred and/or established lines of communications.

Within not later than fifteen (15) days from last signature on contract, the Contracting Authority shall nominate a Project Manager and notify the Contractor with the Project Manager's contact details.

Within not later than fifteen (15) days from last signature on contract, the Contractor shall appoint its authorized representative. Such authorized representative shall receive on behalf of the Contractor, instructions from the Contracting Authority's Project Manager.

Any party may change its nominated postal or E-mail address by notice in writing to the other party.

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

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

Article 5: Supply of Information

5.1 Further to the provisions of the General Conditions, the Contracting Authority shall supply the following information/documentation:

1. All Planning Authority approved drawings and conditions.
2. A copy of all contracts and published tenders related to the project's work packages.
3. All documents related to Planning Authority and other relevant Authorities.
4. Site survey report.
5. Any other documents which may become necessary.

5.3 The Contracting Authority requires that the Contractor engaged under this contract demonstrates appropriate accessibility and responsiveness to ensure efficient and effective professional services. These requirements shall be satisfied through the following arrangements:

- The Contractor shall maintain reliable and consistent communication channels throughout the duration of the Agreement.
- These communication channels shall include, at minimum:
 - Dedicated telephone number(s) and email address(es) for all project-related communications;
 - Availability during standard working hours (08:00-17:00, Monday through Friday, excluding public holidays);

Technical capability for video conferencing and remote collaboration.

5.4 The Contractor (or his approved representative on the contract in case of justified exigencies) and nominated key experts commit to the following service standards and shall adhere to the following minimum responsiveness standards:

- Response to urgent communications within twelve (12) hours of receipt;
- Attendance at in-person site meetings within twenty-four (24) hours of request when required by the Contracting Authority;
- Conduct of regular scheduled site visits at frequencies appropriate to each project phase as determined in the project schedule;
- Maintain appropriate temporary on-site facilities during critical project management phases.

The said site facilities:

- Shall be adequately equipped for professional work and meetings
- The service provider (or his representative) and Key Experts shall be present on-site as required by project needs and scheduled activities
- All expenses related to site facilities shall be factored into the price
- Daily manned at the critical phases of the works.

5.5 In case of representation due to justified exigencies, the following requirements shall apply:

- The representative must be a warranted Architect (Perit) with appropriate qualifications and experience relevant to the project;
- Written notification of representation must be provided to the Contracting Authority at least 48 hours in advance, except in cases of emergency;
- The representative must be fully briefed on all project details and have access to all relevant documentation;
- The primary Architect shall remain ultimately responsible for all work performed by the representative;

Representation shall not exceed 25% of required meetings and site visits throughout the project duration, except in cases of force majeure.

Article 6: Assistance with Local Regulations

- 6.1** Further to the provisions of the General Conditions, during the execution of the Contract, the Contractor is solely responsible to obtain, in a timely manner, all necessary permits, visas, authorizations or licenses for his employees to ascertain the smooth running of the works.

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 (mandatory) and a copy of the pre-financing guarantee together with the copy of the relative invoice (if applicable). 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.

Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.

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.

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. 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.

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 in the format as specified in section 4 and must be submitted in the form of a bank guarantee within the stipulated timeframes.

- 7.15** The performance guarantee shall be released within thirty (30) days from the approval of the final progress report as per Article 24 and 25 of the Conditions of Contract.
- 7.16** No payments will be affected by the Contracting Authority to the Contractor until the required guarantees or extension thereof have been forwarded to the Contracting Authority.
- 7.17** The Performance Guarantee must remain valid at all times during the course of the contract and as stipulated in these conditions.

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

- 7.18** If the Contractor fails to renew the performance guarantee, the Contracting Authority reserves the right to claim the full amount of the guarantee without prior notice. Upon submission of a renewed guarantee, the claimed monies will be promptly returned to the Contractor's designated bank account.

Article 10: Administrative and Financial Penalties

- 10.3** Without prejudice and in addition to applicable penalties laid down elsewhere in the Contract, the penalties listed below apply (all below amounts are excluding VAT):

The Contractor shall be liable to pay the following administrative penalties (all below amounts listed are excluding VAT).

- a) A financial penalty of €200 per key expert, per occurrence, per day will be imposed if any Expert is:
 - o Absent from the project site or any designated location as instructed by the Contracting Authority's Representative during standard working hours and during extended working periods when operations are conducted outside of normal work hours. This penalty will increase to €300 per day after more than 30 cumulative or sequential days of absence.
 - o Failing to attend scheduled meetings (including site meetings) without prior approval from the Contracting Authority. If a Key Expert is ill, he/she must provide a valid medical certificate from a medical doctor and present it to the Contracting Authority within 24 hours from the onset of the sickness.

It should be noted that remote attendance of meetings (i.e., not attending in person) is deemed unacceptable and shall not exempt the Project Manager from this penalty, except in instances where such attendance is explicitly approved by the Contracting Authority.

- b) A penalty of €1,000 will be imposed for each replacement of a Key Expert, unless the change is due to resignation, death, severe illness, injury. Such circumstances must be substantiated by appropriate documentation, including a medical certificate for health-related reasons. Furthermore, unauthorized substitutions are not permitted, and if they occur, the Contracting Authority reserves the right to apply this penalty. The Contracting Authority may also request any necessary documentation (including declarations from the original Key Expert) to assess proposed changes.

Such penalty may be waived if the change is requested by the Contracting Authority, or by the Contractor due to lack of performance of the Key Expert provided that the decision to waive or enforce this penalty remains at the sole discretion of the Contracting Authority.

Furthermore, any temporary absence of key personnel and other experts (e.g., for vacation leave) requires prior authorization from the Contracting Authority. It is mandatory upon the (KE1) Project Manager to obtain written approval from the Contracting Authority in advance of such absences.

In the event of a temporary absence of KE1 (**Project Manager**), including instances of illness, the Contractor shall designate one of the other Key Experts to temporarily assume this role within 24 hours of such temporary absence.

- c) A penalty of €1000 per day per occurrence when the KE1 (**Project Manager**), fails to submit complete or updated reports, programs, Certification of works for payment, Variation Order, delays on test after completion in order the certification can be issued and other documents/deliverables as stipulated in the Contract and within the timeframes of the Contract (This penalty shall also apply if a document is not satisfactorily resubmitted after the first feedback from the Contracting Authority and for every repetition thereafter until acceptable. This penalty also applies should the same initial shortcomings be repeated from one report to another.);

- d) A penalty of €500 per day will be imposed if a Key Expert's or other designated Expert's position remains vacant, if a Key Expert or other Expert is absent without the written authorization of the Contracting Authority, or if an approved temporary replacement is not provided within the timeframe specified by the Contracting Authority. This penalty shall apply from the first day of unauthorized absence and will continue until the individual returns, the vacancy is filled, or a temporary replacement is provided and approved by the Central Governing Authority.
- e) A penalty of €100 per day per occurrence for each Non-Conformance Instruction pertaining to Works quality control and assurance issues, as notified to the KE1 (**Project Manager**), by the Contracting Authority, until such time that the non-conformance has been formally notified or reported upon.
- f) A penalty of €200 per day of delay, per occurrence, in which the KE1 (**Project Manager**), submission regarding a key expert is incomplete or does not otherwise fully comply with the Contract requirements.
- g) A penalty of €100 per day per occurrence when the KE1 (**Project Manager**), fails to fully implement a site instruction or administrative order within the specified timeframe.
- h) A penalty of €200 per day per instance, for other breaches of contract conditions and Terms of Reference and fails to satisfactorily provide the requested services in the Contract Document, and/or if the service is found to be lacking in quantity, quality or efficiency.
- i) If the Contractor fails to provide the required insurance policies, or their renewal, within the stipulated time frame, (specifically, within 20 days from signing of contract and upon expiration), a penalty of €300 will be applied for each day of delay until the correct insurance documentation is submitted.

Failure to comply with the requirements specified in Articles 5.3, 5.4, 5.5, and 41.1 shall result in the outright application of penalties as follows:

- Failure to respond to urgent communications within the specified timeframe shall result in a penalty of €200 per occurrence;
- Missed or delayed site meetings without prior notification and approval shall incur a penalty of €500 per occurrence;
- Consistent failure to meet reporting deadlines shall result in a penalty of €500 per week of delay;
- Repeated instances of non-compliance with accessibility requirements (three or more within any three-month period) may result in contract termination at the discretion of the Contracting Authority;
- The Contracting Authority will withhold payment for services until accessibility-related deficiencies are remedied to its satisfaction.

In such cases, the Contracting Authority shall issue a Default Notification Letter to the KE1 (**Project Manager**), notifying him of the breach of contract and the applicable administrative penalty and/or penalties. Such Default Notification Letter shall require the KE1 (**Project Manager**), to take immediate remedial action to remedy the non-compliance.

The Contracting Authority shall deduct such penalty amounts from the interim payments or final payment due to the Contractor, without the Contractor's consent.

Moreover, the Contracting Authority reserves the right to engage other contractors to execute the contract and any extra expenses incurred further to the contract amount shall be borne by the Contractor.

The total cumulative penalties shall not exceed 20% of the total contract value.

Upon reaching the maximum limit for penalties, the Contracting Authority reserves the right to terminate the contract following a one (1) week written notice and seek the services of a third party for the completion of the services.

Moreover, the Contracting Authority reserves the right to engage other service providers to execute the contract or part thereof and any extra expenses incurred, further to the contract rates and prices, shall be borne by the Service Provider.

Should the above be applied, the final sum due to the Service Provider shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.

Article 13: Medical, Insurance and Security Arrangements

13.3 Further to the provisions of the General Conditions:

- Key Expert 2 shall furnish and maintain Professional Indemnity Insurance coverage of at least €1,200,000.00.
- All other Key Experts shall furnish and maintain Professional Indemnity Insurance coverage of at least €800,000.00.

The Professional Indemnity Insurance covers shall remain valid throughout the entire period of execution of the contract up to the issue of the Provisional Acceptance Certificate of the contracts being managed.

13.5 The original insurance policies or certified true copies thereof (to be certified by the authorised issuing Insurer) of the insurance covers required to be provided by the Contractor shall be forwarded to the Contracting Authority prior to the commencement of the Contract and no payments will be affected by the Contracting Authority to the Contractor until the required insurance policies have been forwarded to the Contracting Authority.

Article 14: Intellectual and Industrial Property Rights

Upon completion of the Contract, the Contractor shall also return to the Contracting Authority all contractual documents submitted to him by the Contracting Authority. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, test results, interpretations, analysis, 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.

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, without the prior written consent of the same 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 3 (Terms of Reference).

Article 18: Execution of the Contract

- 18.1 The Contracting Authority shall notify the Contractor of the contract commencement date through an administrative order issued no later than two (2) weeks before the start of execution. This administrative order shall be provided to the Contractor within three (3) weeks of the contract's final signature.
- 18.2 The period of execution of this Contract shall be the total of: six (6) months with the possibility to extend by a maximum of a further period of six (6) months, extension being subject to the completion of the project. Furthermore, unless where otherwise stated, should the period of execution of on-site works be extended for any reason, the period of execution of the present contract shall be extended accordingly. The contractor shall not be entitled to any additional payment or compensation.

Article 19: Delays in Execution

- 19.2 A daily penalty of One Hundred Euros (€100) will be charged to the Service Provider if the Service Provider fails to satisfactorily provide the requested services as stipulated in this Contract (delay penalty). Administrative penalties will be charged as indicated in Article 10 of the Special Conditions.

In such cases, the Contracting Authority will issue Notification Warning letters or Default Notices, notifying the Service Provider of his/her breach of contract and requesting immediate remedial action by the Service Provider who shall remedy the failure within three (3) working days from the notification, or else, as may be otherwise required by the Contracting Authority. In the case of administrative penalties, the Contracting Authority may re-apply the penalty for the same original infringement if the Service Provider fails to remedy same within either the default three-day period or other timeframe requested by the Contracting Authority.

Penalties will be charged by the Contracting Authority up to a maximum limit of 20% of the total contract price.

Upon reaching the maximum limit for penalties, the Contracting Authority reserves the right to terminate the contract following a one (1) week written notice and seek the services of a third party for the completion of the services.

Moreover, the Contracting Authority reserves the right to engage other service providers to execute the contract or part thereof and any extra expenses incurred, further to the contract rates and prices, shall be borne by the Service Provider.

Should the above be applied, the final sum due to the Service Provider shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.

Should loss of EU funds result due to delays emanating from lack of performance of the Service Provider throughout the contract, the Contracting Authority reserves the right to claim compensation from the service provider.

Article 20: Modification of the Contract

- 20.2 As per General Conditions.
- 20.5 Not applicable.
- 20.6 Not applicable.

- 20.13** The Contractor shall factor in his Financial Bid for any additional time and/or contract value arising from change in design and/or unforeseeable circumstances associated with other work packages, pertaining to this project throughout the whole execution of the Project.

Article 21: Working Hours

- 21.1** The normal working hours within the Site shall be Monday to Friday between 07.00 hrs and 19.00 hrs and Saturday between 07.00hrs and 17.00hrs excluding Sundays and Public Holidays in Malta. The Project Manager/Site Coordinator is required to provide supervision of all project-related works during all actual working times for all work packages.

Working outside these working hours, during the night, on Sundays, national holidays, and public holidays, may be expected in accordance with the exigencies of the project. Night work and work on Sundays, national holidays, and public holidays, if necessary, should be carried out at no additional cost to the Contracting Authority. The (KE1) Project Manager shall be available for contact 24 hours per day, seven days per week.

Article 24: Interim and Final Progress Reports

- 24.1** Further to the provisions of the General Conditions, the contractor shall prepare and submit the following reports in both soft and hard copy in English.

- a) Inception Report to be submitted within three (3) calendar weeks from Commencement Notice of this contract. It must outline:
 - Information on site preparation, mobilisation and preparatory works;
 - Detailed work plan and timetable for achieving the Contract objectives together with a Gantt Chart;
 - Detailed Methodology for carrying out the Services envisaged in this contract;
 - Present the conclusions as agreed with the Contracting Authority during the inception meeting.
- b) Quarterly Progress Reports: An interim report must be submitted every quarter. The report shall provide details on managed contracts progress including financial projections;
- c) Final Report: A final report is to be submitted on project completion. This report is to be submitted upon presentation of the provisional acceptance certificate covering all managed contracts. This report should be accompanied by the final request for payment;
- d) Health and Safety Reporting: A health and safety report stating non-conformities shall be submitted to the Contracting Authority on a weekly basis.

Article 25: Approval of Reports and Documents

- 25.2** The Contracting Authority shall, within 21 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. For the final progress report, the time limit is extended to 60 days. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 21days of the receipt of this written request.

Article 26: Payments and Interest on Late Payment**26.1** This is a global-price based contract.

If the tender is part-financed by the European Union, further to the provisions of the General Conditions, Article 26.1 of the General Conditions, a pre-financing of 40% of the total contract value shall be obligatory and payments will be made as follows:

Narrative	Percentage (%)
Pre-Financing Payment	
A Pre-financing shall be paid upon presentation of a pre-financing Guarantee and a valid invoice of the same amount.	40% of total contract value
Pre-Financing Guarantee Release	
Pre-financing guarantee shall be released progressively at an amount equal to 80% of each interim payment paid to the Project Management Contractor until full amortisation.	40% of total contract value
Interim Payments	
<p>Upon each certification of the works, the Project Management (PM) Contractor may issue an interim invoice for the corresponding percentage of the Project Management Contractor's fee that reflects the progress on site, i.e., whenever a new portion of the works is certified, the payment due to the PM Contractor can be calculated as:</p> <p>If pre-financing guarantee is not fully amortised $\left(\frac{CCW_n}{CV_{works}} \times CV_{PM}\right) < 0.4CV_{PM}$, then payment is effected as follows:</p> $P_n = 0.2 \left[\left(\frac{CCW_n}{CV_{works}} \times CV_{PM} \right) - S_1 \right]$ <p>If pre-financing guarantee is fully amortised $\left(\frac{CCW_n}{CV_{works}} \times CV_{PM}\right) \geq 0.4CV_{PM}$, then payment is effected as follows:</p> $P_n = \left(\frac{CCW_n}{CV_{works}} \times CV_{PM} - 0.4CV_{PM} - S_2 \right)$ <p>Where, CCW_n is the Cumulative Certified Works up to interim n; CV_{works} is the original total Contract Value for the Works contract being managed; CV_{PM} is the total Contract Value of this Project Management contract; P_n is the payment due to the contractor with each interim payment; S_1 is the sum already paid – sum of both the direct payment and the pre-financing amount released;</p>	Up to 80% of total contract value

S_2 is the sum already paid.	
Final Payment - True-Up: If the final actual cost of the certified works CCW_n is below the original total contract value for the works CV_{works} , but the Project Management certifies that the entire scope of the work has been completed, then CCW_n will be treated as equal to CV_{works} and the outstanding amount is paid to the contractor.	Outstanding amount and less sum already paid.
TOTAL	100%

If the tender is financed through National Funds, the pre-financing is no longer applicable, and payments will be made as follows:

Narrative	Percentage (%)
Interim Payments	
<p>Upon each certification of the works, the Project Management (PM) Contractor may issue an interim invoice for the corresponding percentage of the Project Management Contractor's fee that reflects the progress on site, i.e., whenever a new portion of the works is certified, the payment due to the PM Contractor can be calculated as:</p> $P_n = \left[\left(\frac{CCW_n}{CV_{works}} \times CV_{PM} \right) - S \right]$ <p>Where, CCW_n is the Cumulative Certified Works up to interim n; CV_{works} is the original total Contract Value for the Works contract being managed; CV_{PM} is the total Contract Value of this Project Management contract; P_n is the payment due to the contractor with each interim payment; S is the sum already paid.</p>	Up to 80% of total contract value
Final Payment - True-Up: If the final actual cost of the certified works CCW_n is below the original total contract value for the works CV_{works} , but the Project Management certifies that the entire scope of the work has been completed, then CCW_n will be treated as equal to CV_{works} and the outstanding amount is paid to the contractor.	Outstanding amount and less sum already paid.
TOTAL	100%

- 26.2** Payments shall be affected within a maximum of 60 days from the date on which an admissible payment request is registered by the Contracting Authority, failing which the provisions of the Late Payments Directive will come into effect.

Article 27: Pre-Financing Guarantee

- 27.2 Further to the provisions of the General Conditions, pre-financing amounting to 40% of the contract sum shall be applicable for this contract, if the contract becomes eligible for part-financing through European Funds. In such case, the pre-financing shall be paid upon submission of a Pre-financing Guarantee in accordance with the template provided with this tender/contract.

The Pre-financing guarantee shall be released as per Article 26.1.

If the contract remains Nationally funded, the pre-financing will no longer be applicable for this contract.

Article 30: Revision of Prices

- 30.1 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 40: Compliance with local Employment Regulations

The Contractor shall be bound to conform and comply with the Employment and Industrial Relations Act (CAP 452), its Subsidiary Legislations (including the Employment Agencies Regulations S.L. 452.130), and any other subsequent Legal Notices that may come into force, as well as any other national legislations, regulations, standards and codes of practice, in force during the execution of the contract, as applicable to the Contractor's particular operating situation and nature of activities.

Article 41: Documentation and Collaboration

- 41.1 The Architect shall implement and maintain the following documentation and collaboration systems:

- Utilization of digital project management tools for real-time information sharing;
- Maintenance of up-to-date project documentation in formats accessible to all authorized stakeholders;

Regular progress reporting according to schedules agreed upon at project commencement.

Article 42: Verification and Enforcement

- 42.1 The Contracting Authority may request evidence demonstrating compliance with these accessibility and responsiveness standards at any time during the Framework Agreement period.
- 42.2 All penalties shall be communicated in writing with appropriate documentation of the non-performance incident.
- 42.3 The Architect shall have five (5) working days from receipt of written notification to respond with any mitigating circumstances before penalties are applied.
- 42.4 The decision of the Contracting Authority regarding the application of penalties following consideration of any response shall be final.

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 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

EcoGozo Directorate within the Ministry for Gozo and Planning

1.4. Relevant Country Background

Gozo, the second-largest island of the Maltese archipelago, has historically been characterized by its tranquil rural landscapes, vibrant cultural heritage, and strong sense of community. However, like many Mediterranean islands, it now faces increasing pressures tied to modern development, demographic shifts, and heightened environmental awareness. As Gozo continues to evolve—welcoming more residents, seasonal visitors, and tourists—the preservation and enhancement of open urban spaces has emerged as a critical priority.

Urban open spaces in Gozo provide multiple benefits, from mitigating the effects of rising temperatures to offering important recreational outlets for both residents and visitors. They serve as gathering points for community activities, fostering social cohesion and well-being. On an island where land resources are relatively limited and where traditional agricultural areas are under strain, the strategic planning of open spaces holds even greater importance. By integrating green infrastructure—such as parks, gardens, and tree-lined pedestrian areas—Gozo can reinforce its reputation as a sustainable destination, ensuring the protection of its cultural and natural identity.

1.5. Current State of Affairs in the Relevant Sector

Recognizing these priorities, local authorities and stakeholders are increasingly focused on balancing economic development with sustainability goals. Accordingly, the upgrading of rural roads through EU funds has been identified as a key initiative to enhance accessibility for farmers, allowing for more efficient transportation of agricultural products and improving connectivity between remote areas and markets. This investment reflects Gozo's vision of a more inclusive and resilient rural economy, ensuring that farmers benefit from better infrastructure while preserving the island's natural and cultural heritage for future generations.

1.6. Related Programmes and Donor Activities

Not Applicable.

2. Contract Objectives and Expected Results

2.1. Overall Objectives

The overall objectives of this contract are as follows:

- To engage a Project Management team to oversee, supervise, and certify the works, services, and supplies related to the upgrading of rural roads - Triq Klula, Kercem and Triq Ghajn Abdul, Triq Wied Junu and Triq ta' Spiteri in Kercem/San Lawrenz, Gozo. The works covered under this tender will be outsourced through separate tenders or contracts.

2.2. Specific Objectives

The objectives of this contract which are not necessarily those of the project are as follows:

1. Project Management

- Manage, coordinate, and supervise all works and services up to and including the provisional acceptance certification.
- Oversee the handover process to the Contracting Authority for final acceptance processing.
- Ensure quality control of works, services, and supplies.
- Liaise with the Contracting Authority throughout the project implementation.
- Attend and contribute to weekly meetings, including preparing and delivering presentations as required.
- Oversee the provisional and final acceptance certification processes in accordance with relevant contract clauses.
- Ensure that contractors and subcontractors comply with Health and Safety Regulations and that necessary measures are taken on-site to safeguard vehicular and pedestrian traffic.
- Provide regular progress and financial reports, including quarterly and final reports.
- Supervise the project's financial aspects, including preparing and updating a monthly disbursement plan and reporting on the project's technical and financial status.
- Develop and implement a project closure plan, including a final evaluation report detailing project indicators and outcomes, particularly for EU-funded projects.

2. Technical Supervision

- Ensure project objectives are met in professional disciplines such as structural and civil engineering, mechanical and electrical works, and health and safety.
- Manage and supervise all works on behalf of the Contracting Authority.
- Monitor, oversee, and ensure the timely progress of the project.

2.3. Results to be achieved by the Contractor

- a) The contractor effectively manages, coordinates, and supervises contractors and sub-contractors to ensure project completion within stipulated timeframes and budget.
- b) All works, services, and supplies adhere to the standards and specifications outlined in the corresponding contract.
- c) Works are executed according to the requirements stipulated in the EU grant agreement, with all procured assets properly inventoried as per the Contracting Authority's instructions.
- d) Health and safety conditions imposed by relevant legislation are strictly adhered to by all engaged contractors and subcontractors throughout project execution.
- e) The contractor ensures that all contractors and sub-contractors execute works in compliance with contractual standards and within project deadlines.
- f) Works are carried out as per the EU grant agreement requirements, with proper documentation and inventory management of procured assets.

3. Assumptions and Risks

3.1. Assumptions Underlying the Project Intervention

- a) The contracts to be managed will be compliant with relevant legislation and requirements set by regulatory bodies;
- b) The Project Management team is adequately experienced and qualified in similar works and project management;
- c) Good working co-operations are established and maintained between the Project Management Team, the Contracting Authority, and Contractors.

3.2. Risks

The following are some of the risks that could be present and that should be taken into account by the bidders when preparing their offers:

- a) The necessary permits are delayed, withheld, or withdrawn by the Planning Authority (PA).
- b) Delays/problems in complying with PA and/or Environment Resources Authority (ERA) and conditions possibly to be set.
- c) Changes/updates to the initial designs in compliance with PA and/or any other competent authorities and/or stakeholders' requirements and conditions.
- d) Delays in vetting, publishing and adjudicating tender offers and obtaining the necessary approvals.
- e) Appeals lodged during the permitting and contracting process.
- f) Discovery of archaeological remains during works that would warrant a redesign of the intervention.
- g) Occurrence of force majeure.

4. Scope of the Work

4.1. General

4.1.1. Project Description

The proposed project focuses on the resurfacing and upgrading of Triq Klula, Triq Wied Juno, Triq Għajn Abdul, and Triq Spiteri, establishing an adequate road link between the outskirts of Kerċem. This strategic investment aims to alleviate traffic congestion in the village core while minimizing road accidents and reducing infrastructural damage. By improving these critical roadways, the project will enhance overall accessibility, benefiting both local residents and businesses.

A key component of the project is its direct support to the agricultural sector, as the improved road network will provide better access to more than 90 agricultural holdings. This will facilitate the efficient movement of produce and supplies, significantly reducing transportation costs for more than 50 farmers cultivating these lands. As a result, the project will enhance the operational efficiency and sustainability of agricultural businesses in the area.

Beyond road infrastructure, the project also incorporates crucial water management improvements. Additionally, the road gradient will be adjusted to facilitate rainwater capture and collection, ensuring more effective utilization of natural resources and enhancing local water sustainability.

Overall, this project represents a comprehensive effort to modernize rural infrastructure, improving connectivity, road safety, agricultural productivity, and water resource management in Kerċem.

Led by the Project Manager, its main duties include:

- Submitting a detailed works programme including Gantt Chart showing the sequence of the Service Management and Supervision tasks of this contract and the related major milestones foreseen throughout the project. The programme should take into consideration the nature of the works, services and supplies involved in the managed contracts;
- Ensuring ongoing works are compliant with contracts specifications and planning permits;
- Assuming full responsibility for the supervision of all aspects of Health and Safety on site in line with the provisions of Legal Notice 281 of 2004 and subsidiary legislation 646 of the Laws of Malta and any other relevant and current laws;

- Preparing and compiling quarterly and final progress reports and any other official reports as may be required, indicating where necessary the changes required to the programme of works to ensure that agreed timeframes, deadlines, budgets and overall targeted results are achieved;
- Compiling and maintaining Work Registers during execution of works as stipulated within the relevant clauses of the associated works contracts. On works' conclusion provide an inventory of the supplies procured during the project;
- Maintaining contracts and related documents and correspondence in an organised manner to enable timely retrieval;
- Providing technical advice and recommendations on unforeseen situations or proposed changes that impact the project design, timeframe and/or its budget as they crop up;
- Measuring and certifying works carried out on a monthly basis and/or as requested by the Project Leader;
- Preparing the provisional acceptance certificates and final acceptance certificate in accordance with Articles 57 and 59 of the Special Conditions of the corresponding works contracts;
- Attending project meetings and delivering information and presentations as requested by the Ministry for Gozo and Planning.

Besides the above, the Project Team shall:

- Always have access to the project's sites;
- not without prior consent of the Project Leader give to the main or any other contractor or any supplier or any other person any instruction the necessary effect to which would be either to vary the project or to increase the cost of or the time taken to complete the project, or the quality/quantities of the works and/or services being provided;
- not authorise changes to the Contracts without the prior approval to the Project Leader.

4.1.2. Geographical Area to be covered

The rural roads Triq Klula, Triq Wied Juno, Triq Ghajn Abdul, and Triq Spiteri are at the outskirts of ta' Kercem, Gozo. Through this project, there will be an increase in farm utilisation, improve farm management, and increase farm efficiency. As already explained in the above sections, improving farm access roads will provide farmers with the required impetus to invest in their agricultural land and ultimately produce more. Infrastructural investment on the roads that lead to local agricultural areas will hence result in agricultural development, that is very much needed in Malta.

4.1.3. Target Groups

- Farmers
- General Public

4.2. Specific Activities

4.2.1. Project Management and Site Supervision

- Direct, manage and control all works, services and supplies during the execution of the project across all phases, milestones and deliverables of the project;
- Adhere to the works programme as agreed upon with the Contracting Authority;
- Manage and control the project activities to ensure that project milestones and deliverables are met with on time to enable the completion of the project within the set timeframes;
- Coordinate all the contractors and sub-contractors on-site and off-site involved in the implementation of this project, and ensure effective communication throughout the project implementation;
- Meet regularly with the contractors to discuss issues that might arise during the implementation of the works, services and supply components of the project;
- Seek and maintain constant liaison and communication with all contractors/subcontractors and stakeholders and revert all information back to the Contracting Authority;
- Ensure that information issued by the Contracting Authority is communicated to such contractors and stakeholders in a timely manner;

- Effective supervision of all the components of the project related to works, services and supplies;
- Maintain constant liaison with the works, services and supplies contractors/sub-contractors and act as the point of reference to the Contracting Authority;
- Keep daily records of the contractors' and sub-contractors' resources including labour, material, plant and equipment on site;
- Keep daily record of all the materials delivered to site and ensure that these materials are stored in a secure place to avoid damage;
- Liaise with the Planning Authority, Environmental Resources Authority, Transport Malta, Farmers, Local Councils, locals and any other entity as maybe required from time to time;
- Report to the Project Leader any problems envisaged to crop up on site and provide technical advice and recommendations for their rectification;
- Report to the Project Leader any unforeseen issues and problems that may arise during the project implementation and propose measures to be taken in order to resolve and rectify the issue/problem in question. Seek authorisation from the project leader every time an issue/problem/decision that impacts the timeframe and/or financial aspects of the project needs to be taken;
- Report on progress on a regular basis and inform the project leader about any problems encountered on site providing a detailed explanation of the main problems encountered and inform the project leader without any delay about findings of a geological and/or archaeological nature;
- Ensure that works are measured on a regular basis as directed by the Contracting Authority;
- Certify or acquire the certification of partial or full completion of work as may be required from time to time;
- Keep and file proper and regular records (paper and electronic) of all works, including photographic evidence.

4.2.2. Financial Management

- Draw up revised estimates and projected forecasts of expenditure during the life of the project. These should form part of the quarterly reports;
- Certify measured works regularly and submit to the Project Leader in a timely manner;
- Keep track of and control project costs in line with each respective contract value to avoid cost overruns.

4.2.3. Adherence to Health and Safety Procedures

- Prepare a Health and Safety, Security plan in accordance with applicable local and EU legislations as well as the requirements of the relevant authorities and statutory bodies (e.g. ERA and SCH);
- Ensure that the contractors working on site and any sub-contractors engaged adhere to National Health and Safety Regulations.

4.2.4. Weekly Meetings and Reporting

- Attend project progress meetings on a weekly basis or as required by the Project Leader;
- Keep minutes of all meetings and forward such minutes to the Project Leader;
- Provide inception and quarterly reports on project progress. The quarterly reports should include the revised estimates and project forecasts of expenditure during the project lifetime.

4.2.5. Completion of Works under Contract Management

On completion of the contract, the Project Manager and his team shall:

- a) Participate in the official performance and quality assessment tests as outlined in the respective contracts under management;
- b) Check and certify 'as built' drawings for works prepared by the contractors;

- c) Before issuing of a taking over certificate by the Contracting Authority's Project Manager in respect to any section or part thereof, assist the latter in the verification of the works;
- d) When the contractors submit a statement of completion with the supporting documents, certify request for payments to the contractors. If not, require the contractors to submit further information. This requirement shall also be copied to the Project Leader;
- e) Upon project completion, written confirmation of site clearance satisfaction shall be provided to both the contractors and the Project Leader;
- f) If requested and, if appropriate, consent should be given to the contractors' removal of equipment, temporary works and material from site;
- g) Issue the provisional acceptance certificate in accordance with the relevant clauses of the corresponding works contracts and provide a hand-over to the contracting authority for the eventual processing of the final acceptance;
- h) Make an inventory of all assets procured through the project in line according to the requirements of the EU grant agreement.

4.3. Project Management

4.3.1. Responsible Body

The Responsible Body is the EcoGozo Directorate within the Ministry for Gozo and Planning.

4.3.2. Management Structure

This contract shall be managed by the Responsible Body and it shall be represented by the Project Leader.

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

As appropriate.

5. Logistics and Timing

5.1. Location

The locations of the project are as per clause 4.1.2 of these Terms of Reference.

5.2. Commencement Date & Period of Execution

Commencement date and period of execution shall be as per Article 18 of the special conditions.

6. Requirements

6.1. Personnel and Key Experts

6.1.1. Project Manager

The Project Management Team shall include one (1) Project Manager, who will be responsible for overseeing all aspects of project management in accordance with the contract. The Project Manager will serve as the primary point of contact between the Contracting Authority, the Service Provider's project team, other project contractors, and separately engaged service providers. This role is crucial in ensuring seamless coordination among all stakeholders, facilitating clear communication, and overseeing the successful execution of the project. The Project Manager must possess strong leadership, organizational, and problem-solving skills, ensuring that the project progresses efficiently while adhering to all contractual obligations, quality standards, and regulatory requirements.

The appointed Project Manager must be in possession of a Qualification from an educational institution, at MQF Level 4 or equivalent, in Construction or Civil Engineering or a qualification with the main area of study being Construction and/or Civil Engineering/or specialised area in these fields, with proof of qualification

to be submitted as part of the bid. Fluency in written and spoken Maltese and/or English is required to ensure effective communication with stakeholders, along with strong report-writing skills. The Project Manager must also demonstrate proficiency in Microsoft Office applications, including Excel, Word, and PowerPoint, to facilitate project documentation and reporting.

Furthermore, the Project Manager must ensure compliance with obligations set forth by the Building and Construction Authority (BCA), including adherence to construction regulations, licensing requirements, health and safety guidelines, and sustainability standards. This includes overseeing proper project documentation, ensuring that works conform to the Building Regulations Act and other applicable laws, and coordinating with regulatory bodies to secure necessary permits and approvals.

The Project Manager will be responsible for overseeing all contractual and documentation aspects of the project. This role requires ensuring that all contracts, agreements, and regulatory requirements are effectively managed and adhered to throughout the project lifecycle. The Contract Manager will be responsible for drafting, reviewing, and administering contracts to ensure compliance with legal and project-specific requirements. Additionally, they will handle contract amendments, risk management, dispute resolution, and claims management while ensuring seamless coordination between the project team, contractors, subcontractors, and suppliers. The appointed individual must ensure that all contractual obligations are met, assist in resolving disputes, and maintain compliance with relevant laws and regulations governing procurement, construction, and contract execution.

The Project Manager must also serve as the Document Controller, responsible for establishing and maintaining a structured document management system for contracts, permits, drawings, technical documents, and reports. This includes maintaining version control, ensuring the security and confidentiality of project records, and facilitating document access for relevant stakeholders. Additionally, they must oversee audit preparation and regulatory compliance documentation while ensuring efficient archiving and retrieval of project records. The Project Manager must possess strong organizational and analytical skills, ensuring that all documentation is accurately recorded and maintained. Their role is essential in ensuring proper contract execution, mitigating risks, and supporting the project team in delivering a compliant and legally sound project.

The Project Manager may also fulfill one additional key expert role outlined in this tender, provided that they meet the corresponding criteria for the selected role. By maintaining strong oversight and ensuring regulatory compliance, the Project Manager will play a pivotal role in the successful and compliant delivery of the project.

6.1.2. Warranted Perit (Architect and Civil/Structural Engineer)

The Project Management Team shall include one (1) Warranted Perit who will be responsible for ensuring that all ongoing works comply with the relevant legislation and conditions set by the Planning Authority, Environmental Resources Authority (ERA), Transport Malta, and any other applicable statutory bodies. The Perit must oversee construction activities, ensuring that all works adhere to approved plans, environmental regulations, transport and infrastructure guidelines, and other legal requirements. This role is essential to guarantee that the project is executed in accordance with established standards while maintaining structural integrity, sustainability, and safety.

The nominated Perit must hold a valid professional warrant issued by the Periti Warranting Board enabling him/her to practice locally, as recognized under the 'Periti' Act, Chapter 390 and/or Chapter 622 of the Laws of Malta. Temporary warrants will not be accepted. Fluency in both written and spoken Maltese and/or English is required to ensure effective communication with regulatory bodies, contractors, and stakeholders. The Perit will be responsible for supervising construction works, providing technical guidance, assessing compliance with health and safety regulations, and reporting on project progress. Their expertise will contribute to maintaining high-quality standards, mitigating risks, and ensuring full compliance with all statutory obligations throughout the project lifecycle.

6.1.3. Site Technical Officer and Coordinator

The Project Management Team shall include one (1) Site Technical Officer and Coordinator, who will play a critical role in ensuring that all site activities are carried out efficiently, safely, and in full compliance with contractual obligations. The Site Coordinator will be responsible for supervising the works on-site as per the instructions of the Project Manager, acting as the primary point of communication between the project management team, contractors, and stakeholders. This role is essential to maintaining smooth project execution by ensuring adherence to quality standards, safety regulations, and budgetary constraints while keeping the project on schedule.

The appointed Site Technical Officer and Coordinator must be in possession of a Qualification from an educational institution, at MQF Level 4 or equivalent, in Construction or Civil Engineering or a qualification with the main area of study being Construction and/or Civil Engineering/or specialised area in these fields, with proof of qualification to be submitted as part of the bid. Fluency in both written and spoken Maltese and/or English is required to ensure effective coordination of site activities, clear reporting, and seamless communication with all stakeholders. The Site Coordinator will be responsible for overseeing daily site operations, ensuring that works align with approved project specifications and timelines, monitoring contractor performance, resolving on-site issues, and enforcing health and safety regulations. By providing direct supervision and promptly reporting any deviations or risks to the Project Manager, the Site Coordinator will play a key role in ensuring the successful and compliant delivery of the project.

6.1.4. Quantity Surveyor

A Quantity Surveyor (QS) focuses on cost estimation, contract administration, and financial management within a construction project. S/he shall be responsible for assisting the 'Periti' in the measurement of works and certification of payments. S/he must be in possession of a minimum of a MQF level 4 or equivalent certification in Quantity Surveying and must be proficient in both written and spoken Maltese and/or English. Qs also oversee interim payments, manage contract variations, and handle dispute resolution related to financial claims. It is expected that this Key Experts will be responsible for overseeing and managing the financial aspects of the project to ensure costs remain within budget. Their key duties will also include budget planning, cost monitoring, variance analysis, and financial reporting. Additionally, they play a crucial role in assessing the financial impact of design changes, ensuring compliance with financial targets, and preparing final cost summaries upon project completion. By maintaining strict cost control, they help prevent budget overruns and support effective financial decision-making.

6.1.5. Occupational Health and Safety Officer

The Project Management Team shall include one (1) Health and Safety Supervisor, who will be responsible for ensuring full compliance with all Occupational Health and Safety (OHS) regulations at both national and European Union levels. The nominated key expert must be a registered Occupational Health and Safety Officer, as recognized under Chapter 646 - Occupational Health and Safety Authority (OHSA) Act of the Laws of Malta. Proof of registration must be included as part of the CV submitted for this role. The Health and Safety Supervisor must also be fluent in both written and spoken Maltese and/or English, ensuring effective communication with all stakeholders, including regulatory bodies, site personnel, and project managers.

The appointed Health and Safety Supervisor will be responsible for developing, implementing, and monitoring health and safety protocols in accordance with all relevant OHSA directives, EU safety regulations, and construction industry best practices. Their duties will include conducting risk assessments, enforcing safe work practices, ensuring proper use of personal protective equipment (PPE), and implementing site safety measures to prevent accidents and injuries. The Supervisor must also liaise with the Occupational Health and Safety Authority (OHSA-Malta) and other regulatory bodies to ensure continuous compliance with legislation, conduct regular site inspections and audits, and provide training and awareness sessions for workers to foster a strong safety culture on-site. Furthermore, the Supervisor must prepare detailed health and safety reports, investigate workplace incidents, and propose corrective measures to mitigate risks. By ensuring that the project adheres to all safety laws and directives, the Health and Safety

Supervisor will play a key role in safeguarding the well-being of all personnel involved in the project. Reporting on non-conformities of the works contractor should be on a weekly basis.

6.1.6. General Note

Any of the Key Experts, except for the Health and Safety Officer, can take on more than one role as long as all the minimum requirements for the role in question is met by the nominated Key Expert.

6.1.7. Substitutes

In the case of each Key Expert, should any of the Key Experts not be in a position to continue his/her service as part of this Contract, it is the obligation of the Service Provider to notify the Contracting Authority and nominate a substitute with the same qualifications, professional and work experience requested as part of this bid.

6.1.8. Other Experts

Not applicable.

6.1.9. Support Staff and Backstopping

The Contractor is to ensure availability as appropriate of back-office staff for the continuous provision of the service and hence of the proper execution of the contract.

6.2. Accommodation

Office accommodation for the Key experts is to be provided by the Contractor.

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.

Furthermore, the Contractor shall make allowance in his bid for:

- Communication costs;
- Transport;
- Provision of secretarial services;
- Costs incurred in printing and reproducing reports;
- Safety Equipment;
- Office equipment and supplies including hardware and software.

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

The contractor shall prepare and submit the following reports in both soft and hard copy in English:

- a) Inception Report to be submitted within three (3) calendar weeks from Commencement Notice of this contract. It must outline:
 - Information on site preparation, mobilisation and preparatory works;
 - Detailed work plan and timetable for achieving the Contracts' objectives under management together with a Gantt Chart;
 - Detailed Methodology for carrying out the Services envisaged in this contract;
 - Present the conclusions as agreed to with the Contracting Authority during the inception meeting;
- b) Quarterly Progress Reports: An interim report must be submitted every quarter to accompany claim for payment. The report shall provide details on managed contracts progress including related financial projections;
- c) Final Report: This final report is to be submitted upon presentation of the provisional acceptance certificate covering all managed contracts. It should be accompanied by a final request for payment.
- d) Health and Safety Reporting: A health and safety report stating non-conformities shall be submitted to the Contracting Authority on a weekly basis.

7.2. Submission & Approval of Progress Reports

Two (2) copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress 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

- Timely execution as per Gantt Chart to be determined at the Inception Meeting and agreed to by both parties;
- Adherence to standards and specifications of the works, services and supplies as specified in the managed contracts;
- Timely and effective action;
- The Provision of the technical advice and recommended solutions to unforeseen problems;
- Proactivity.

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Specimen Performance Guarantee

4.3 - Specimen Tender Guarantee (Bid Bond) - where applicable

4.4 - Specimen Pre-Financing Guarantee - where applicable

4.5 - Specimen Retention Guarantee - where applicable

4.6 - Ultimate Beneficiary Owner (UBO) form

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

4.7 - General Conditions of Contract

The full set of General Conditions for Services Contracts (Version 4.8) 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).