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**EXPRESSION OF INTEREST (EOI) FOR THE  
PROVISION OF VARIOUS SERVICES  
TO THE HOUSING AUTHORITY – ISSUE 2**

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# EXPRESSION OF INTEREST (EOI) FOR THE PROVISION OF VARIOUS SERVICES TO THE HOUSING AUTHORITY – ISSUE 2

## 1. Background information on the Housing Authority

The Housing Authority was established on 11<sup>th</sup> October 1976 by an Act of Parliament. The Housing Authority falls under the Ministry for Social and Affordable Accommodation. The Authority is responsible for developing, promoting and financing the development of housing estates, and other residential and commercial accommodation. It promotes home ownership and improves the housing conditions in Malta. The Authority runs various schemes to help those most in need of assistance. As of June 2021, with the publication of ACT No. XXIV of 2021, the Housing Authority will also be providing legal assistance to tenants affected by the amendment in laws relative to protected residential leases. Furthermore, the Housing Authority shall also provide legal assistance to tenants of protected leases in cases where the owner seeks to nullify the protection granted at law.

## 2. Scope, Service and Remuneration

The scope of this EOI is to invite individuals, firms and recognised partnerships as listed below to submit their interest in giving a professional/technical service to the Housing Authority at the rates indicated below.

- ✓ **Warranted Periti**
- ✓ **Warranted Periti specializing in Structural Engineering**
- ✓ **Warranted Periti specializing in Restoration and Structural Engineering**
- ✓ **Warranted Electrical Engineers**
- ✓ **Land Surveyors**
- ✓ **Draughtpersons**

**Interested persons/firms/recognised partnerships may submit their interest for one or more categories listed below.**

### 2.1 Site Survey & Preparation of Drawings (Warranted Periti & Draughtpersons)

A site inspection shall be carried out to perform a survey of the properties as requested by the Housing Authority. A schedule of the site inspections shall be prepared and provided by the Housing Authority with each of the inspection identified by the address. During the site survey, measurements of the internal and external layouts shall be sketched whereas important features of the property shall be noted for valuation purposes. Afterwards, a detailed floor plan, a block plan and/or other drawings such as sections and elevations (if needed) shall be drawn using ACAD in accordance with the Housing Authority standards, templates, and instructions. The sketch shall be scanned and given to the Housing Authority to be inserted into the file of the respective property whereas the final drawings shall be signed and presented to the Housing Authority in PDF and ACAD format by not later than 2 weeks after the date of inspection.

#### Remuneration:

1. Site Survey, Sketch & Preparation of Drawings (Detailed Floor Plan & Block Plan) (Section/Elevation may be requested) - **Eur350 excluding VAT** per Apartment or per Maisonette.
2. Site Survey, Sketch & Preparation of Drawings (Detailed Floor Plan & Block Plan) (Section/Elevation may be requested) - **Eur400 excluding VAT** per Apartment or per Maisonette and Roof.

3. Site Survey, Sketch & Preparation of Drawings (Detailed Floor Plan & Block Plan) (Section/Elevation may be requested) - **Eur500 excluding VAT** per Apartment, Common Parts and Roof.
4. Site Survey, Sketch & Preparation of Drawings (Detailed Floor Plan & Block Plan) (Section/Elevation may be requested) - **Eur500 excluding VAT** per Terraced House.
5. Site Survey & Preparation of Drawings for common parts including the stairwell, roof, adjacent yards, parapets, elevation and pavement area along the elevation - **Eur500 excluding VAT** per site. In cases where the survey is taken by hand, the sketches are also to be presented.
6. Futile site inspections which have been confirmed by the tenants however tenants dishonor the appointment by not being present for the inspection. This cost is not payable if it happens to be in the same block or area where other inspections are affected - **Eur20 excluding VAT**.
7. Site Survey, Sketch & Preparation of Drawings (Detailed Floor Plan & Block Plan) (Section / Elevation may be requested) – **Eur250 excluding VAT** per garage, store or shop. Area shall not exceed 75 sq.m.

## **2.2 Land Surveying Services (Land Surveyor)**

Land surveying services are required to conduct measurements and preparation of plans to properties as requested by the Housing Authority including but not limited to soil areas. These shall be presented to the Housing Authority in PDF and ACAD format by not later than 2 weeks after the date of inspection. Survey should include datum levels and is to be carried out using a Total Station of 1mm accuracy.

### **Remuneration:**

1. Site survey and preparation of plans for properties with a max. area of 500sqm (plots) – Site Work - **Eur 200 excluding VAT** per plot; Office Work (preparation of drawings) - **Eur 150 excluding VAT** per plot.
2. Site survey and preparation of plans for vacant land with a min. area of 501sqm – Site Work - **Eur 250 excluding VAT** per plot; Office Work (preparation of drawings) - **Eur 200 excluding VAT** per plot.
3. Site survey and preparation of plans for blocks – Site Work - **Eur 250 excluding VAT** per block; Office Work (preparation of drawings) - **Eur 250 excluding VAT** per plot.

## **2.3 Land Registry Plans & Detailed Plans (Warranted Periti)**

Land Registry Plans and Detailed Plans are required for the request for boundaries from the Lands Authority and/or for land registration purposes. The Land Registry Plans shall be acquired, prepared, and signed in accordance with the Land Registry Guidelines and the Housing Authority instructions. These shall be presented to the Housing Authority in original format and in PDF. On the other hand, a site inspection shall be carried out to perform a site survey to properties as requested by the Housing Authority. Following to the site inspection, Detailed Plans shall be prepared, signed and shall include: the extent of housing blocks including soil areas, marked dimensions, marked in conventional colours (ownership) and floor areas of units/soil areas/shafts/balconies and common parts. These shall be presented to the Housing Authority in PDF and ACAD format by not later than 2 weeks after the date of inspection.

### **Remuneration:**

1. Land Registry Plans - **Eur150 excluding VAT** per Plan.
2. Site Survey & Preparation of Detailed Plans - **Eur550 excluding VAT** per Block.
3. Futile site surveys which have been confirmed by the tenants however tenants dishonor the appointment by not being present for the inspection. This cost is not payable if it happens to be in the same block or area where other inspections are affected - **Eur20 excluding VAT**.

4. Site inspection to confirm detailed plans as provided by the Authority and endorsement of provided plans – **Eur 200 excluding VAT** per case.

## **2.4 Property Valuations (Warranted Periti)**

Property valuations are required to value properties as requested by the Housing Authority including but not limited to residential and commercial properties, Home Ownership Schemes (HOS) plots and applicant's assets (properties and/or land). These shall be signed and submitted to the Housing Authority by not later than 2 weeks after the date of engagement.

Property valuation should be according to established professional standards. Such standards include the KTP Valuation Standards 2012 locally, the TEGoVA European Valuations Standards 2016, the RICS Valuation Global Standards 2017 and the IVSC International Valuation Standards 2017. The duty of adherence to standards by the valuer extends to all the aspects of valuation and professional practice, and is not limited to the reporting.

### **Remuneration:**

<b>Valuation</b>	<b>Fee (Excluding VAT)</b>
0 - €25,000	€100
€25,001 - €100,000	Add 0.2% of amount over €25,000
€100,001 - €300,000	Add 0.1% of amount over €100,000
> €300,000	Add 0.05% of amount over €300,000 capped at €2,500

## **2.5 Condition Survey/Condition Reports (Warranted Periti)**

A condition survey shall be carried out to provide objective information about the physical condition of the Housing Authority's properties and to provide recommendations on any necessary remedial works needed. Following the condition survey, a Condition Report shall be prepared and shall include the condition of the property, the recommendations, a photographic survey and a quick sketch of the property, the property details, and the tenement number. The Condition Report shall be signed and presented to the Housing Authority in PDF format by not later than 2 weeks after the date of inspection.

### **Remuneration:**

1. Condition Survey & Condition Report - **Eur200 excluding VAT** per Site.
2. Futile condition surveys which have been confirmed by the tenants however tenants dishonor the appointment by not being present for the inspection. This cost is not payable if it happens to be in the same block or area where other inspections are affected - **Eur20 excluding VAT**.

## **2.6 Other Warranted Periti Services**

Professional services are required to support the Estate Management Data Office. Such services include consultancy, submission of Planning Development Applications, assessments of condition reports, method statements and/or other technical documents, signing of drawings, contracts and/or other documents. These signatures are needed in relation to the Schemes, Valuations, Land Registry and for Lands Authority purposes.

### **Remuneration:**

1. Submission of Planning Development Applications - **Eur1,000 excluding VAT**
2. Submission of Minor amendment Applications - **Eur450 excluding VAT**
3. Submission of DNO Applications – **Eur650 excluding VAT**
4. Submission of Regularisation Applications – **Eur750 excluding VAT**

Excluding PA fees, survey of property and any Engineer Report required during the processing of the application:

1. Signing of drawings, contracts and/or other documents – **Eur50 excluding VAT** per Case.
2. Assessments of condition reports, method statements and/or other technical documents - **Eur45 excluding VAT** per Assessment.
3. Futile site inspections which have been confirmed by the tenants however tenants dishonor the appointment by not being present for the inspection. This cost is not payable if it happens to be in the same block or area where other inspections are affected - **Eur20 excluding VAT**.

## **2.7 Warranted Periti (specialising in Structural Engineering) – Modifications to the common areas of the existing housing estate block for the accommodation of a lift shaft**

Modification includes but not limited to the construction of an internal or external lift shaft, works on the washroom roof, construction of ramps and modifications to existing stairs and elevation.

The Structural Engineer needs to be a Warranted Perit. The Perit needs to carry out all of the following services:

- 2.7.1 Preparation & submission of Planning Authority Application, liaising with other Authorities or Commissions during the Planning process up to the issuing of the development permit.** Preparation of the full structural design, drawings including all construction drawings required and specifications. The drawings need to be signed by the Perit. Planning Applications shall be submitted not later than 4 weeks from the date of engagement.
- 2.7.2** Carry any modifications/updates to the design during the works when and as if required. These shall be submitted not later than 2 weeks from the date of the notification.
- 2.7.3** Preparation of the Bills of Quantities (Framework Agreement Template). Measurement of works carried out is included in the fee. These shall be submitted not later than 4 weeks from the date of the issue of the relevant planning permit.
- 2.7.4** Submission of the Change of Architect Form to be the Architect in Charge of the planning permit and submission of Commencement Notice. These shall be submitted not later than 10 days from the date of engagement. **Condition reports and method statements if requested included together with all communication and other relevant forms with BCA.**
- 2.7.5** Supervision of the works to ensure that the works are according to the approved drawings & submission of the final certification of works. The final certification of works shall be submitted not later than 2 weeks from works completion.
- 2.7.6** Submission of the final compliance certificate (if required). This shall be submitted not later than 2 weeks from the date of the notification.

### **Remuneration:**

The services shall be remunerated per site and shall be paid as follows:

1. Preparation & submission of Planning Authority Application up to issuance of Permit – **Eur1,000 excluding VAT per site**
2. Preparation & submission of the full structural design, drawings & specifications and all construction drawings required. The drawings need to be signed by the Perit in charge – **Eur1,500 excluding VAT per site.**
3. Preparation & submission of a modified/updated design (if required and directed). – **Eur250 excluding VAT per design update.**
4. Preparation of the Bills of Quantities of the approved design. – **Eur750 excluding VAT per site.**
5. Submission of the Change of Architect Form, Commencement Notice and BCA submission – **Eur150 excluding VAT per site.**

6. Supervision of the works to ensure that the works are according to the approved drawings & submission of the final certification of works – **Eur500 excluding VAT per site.**
7. Issuance of the Final compliance certificate – **Eur350 excluding VAT per site.**

## **2.8 Preliminary Inspections for Structural Repairs (Warranted Periti)**

2.8.1 Inspection of properties in connection with reports of structural damages to: -

- a) flag any urgent cases immediately and indicate priority for repairs.
- b) sort out which cases are to be approved or refused according to the Housing Authority Repairs Policy.
- c) take action to remove any danger or support structures which need immediate intervention until actual repairs can be executed.

2.8.2 The Service Provider shall be responsible to regularly carry out a number of inspections in premises which belong to the Housing Authority, according to a schedule which is prepared and provided by the Housing Authority. Each of the cases in the schedule is identified by a specific Reference Number known as Tenement Report (TR).

2.8.3 During the inspection the Service Provider shall be responsible to assess the nature of the damages which present themselves in the premises and whether repair works fall under the remit of the Housing Authority or otherwise as per Approved Repairs Policy.

2.8.4 For each inspection carried out the Service Provider is expected to compile a preliminary inspection report according to a template provided, clearly indicating the TR number, the nature of the problem encountered and what are, if applicable, the remedial measures to be undertaken. If the remedial works fall under the responsibility of the Housing Authority then the repairs will be approved and given the applicable level of priority. Photos taken during inspections carried out shall always be included in this report, even in cases where no remedial works are required.

2.8.5 During the compiling of the Preliminary Inspection Report the Service Provider is to identify those cases where structural damage is present to such an extent that an emergency intervention is required to immediately remove or support the dangerous structure. For such cases another TR number (shuttering TR) is requested to be created by the HA, which shall be used to identify and reference the BOQ for the emergency works required. The BOQ shall be prepared by the Service Provider and referred to the HA in order to assign to a HA contractor.

2.8.6 In such cases where emergency support is to be carried out by the HA contractor, the Service Provider shall also be required to communicate with, direct, manage, administer and co-ordinate the activities of the contractor assigned and the residents on behalf of the Housing Authority. The service shall also include the measurement and issue of Payment Certificate/s for the works which have been carried out, after verification that these have been carried out satisfactorily.

2.8.7 The Service Provider is to submit the preliminary inspection reports and BOQs of emergency works as applicable on standard templates and in digital format as directed by the Housing Authority. The Service Provider is also bound to submit reports and BOQs by not later than 2 weeks after the date of inspection.

2.8.8 In case the reports/BOQs submitted are found to be incomplete, incorrect or in delay, penalties amounting to €10 per report/BOQ will be charged and the applicable penalty amount will be deducted from the professional fees due to the Service Provider.

**Remuneration:**

	Description of Service	Rate - € excl VAT
<b>Type A</b>	inspection, filling in of a preliminary inspection report with the compilation of photos showing the damaged areas on a standard template provided including file and TR reference, name and address of tenant, date of inspection (appointments for inspections will be made by Housing Authority administration officers however architects are required to contact tenants again prior to inspection)	€66
<b>Type B</b>	inspection, filling in of a preliminary inspection report with the compilation of photos showing the damaged areas on a standard template provided including file and TR reference, name and address of tenant, date of inspection, compilation of a BOQ of emergency works to support the structure until the actual works are carried out, liaison and follow up with contractor to ensure emergency support works are carried out (works may be confirmed through photos sent by the contractor), interim certification (once emergency works are completed) and final certification (once emergency supports are dismantled) of works. BOQ is to be compiled according to a standard template provided.	€200
<b>Type C</b>	futile inspection, which has been confirmed by the tenants however tenants dishonour the appointment by not being present for the inspection. Inspection type C is not payable if it happens to be in the same block of apartments where other inspections are affected.	€20

**2.9 Professional Consultancy for Restoration Works and/or Structural Repair Projects (Warranted Periti specialized in Restoration and/or Structural engineering respectively)**

- 2.9.1 Inspection of site, identification of the necessary structural repairs and/or restoration required. Liaising with the tenants to inspect and check the condition of the properties.
- 2.9.2 Preparation of plans, detailed drawings, bills of quantities, estimates and specifications.
- 2.9.3 Preparation, submission and follow up of the necessary Planning Authority applications including all PA requirements such as Restoration Method Statement
- 2.9.4 Preparation, submission and follow up of the necessary BCA documentation including all requirements such as Condition reports and method statements.
- 2.9.5 Provision of technical guidance and technical reporting in the preparation of quotation/tender documents and adjudication of bids
- 2.9.6 Supervision of works, liaison with contractors and tenants, assessment of variation claims and follow up of project until satisfactory conclusion is reached.
- 2.9.7 Communication with the Housing Authority on the status of the project. Liaising with the Property Department and Procurement Sections at all phases of the project to report on progress, monitoring and certification of works.

2.9.8 The measurement and certification of works completed for the issue of payments to the contractors.

Items are to be delivered according to the timeframe indicated by the HA for each specific project.

**Remuneration:**

<b>Restoration and/or Structural Projects - Professional Services:</b>	<b>Rate excl. VAT (lump sum)</b>
Initial site inspection including measurements required	€120
Planning Authority application submission and follow up including drawings, revisions to drawings, documentation such as restoration method statement & mapping drawings and any amendments as requested by PA	€1,350
Compiling of Bill of Quantities, drawings, and specifications	€750
Reviewing tender documentation and compilation of technical evaluation report of bids	€1,200
Demolition, Excavation or Building Method Statement	€350
Condition report	€200
Compilation and Submission of all BCA documentation required for clearance	€300
Supervision of works and assessment of variation claims if applicable	€1,200
Measurement and Certification of works	€500
Site visits for consultancy purposes and advice only per site	€400

**2.10 Warranted Architect for Consultation and Assistance for Housing Development Fund**

**2.10.1 Consultation and Evaluation:**

- a. To provide professional consultancy and assistance as deemed necessary by the Housing Development Fund, administered under the Housing Authority.
- b. To specifically assist and evaluate certain aspects of the project, including but not limited to Bills of Quantities (BOQs) or any other work falling within the purview of the Advisory committee's remit.

**2.10.2 Role of the Architect:**

- a. In consultation with the Chairperson/Committee of the Housing Development Fund, shall determine the specific areas of assistance required, taking into consideration the Architect's expertise and the Fund's objectives.
- b. To perform the duties outlined in this clause in a manner consistent with their role as the project architect and in accordance with professional standards.

**2.10.3 Communication and Coordination:**

To maintain open communication with the Chairperson/Committee of the Fund and promptly respond to any requests for assistance or evaluation.

**2.10.4 Confidentiality:**

To maintain the confidentiality of any information provided by the Fund and shall not disclose such information to third parties without the explicit consent of the Fund.



### **Remuneration:**

<b>Housing Development Fund - Professional Services:</b>	<b>Rate excl. VAT (lump sum)</b>
Advice on projects' sustainability assessment, architectural design and environmental impact also including analysis of bill of quantities, structural design and specifications	€ 750
Analyse Quotations and provide advice for way forward	€ 200
Analyse Tender documentation including technical evaluation report of bids	€ 600

### **2.11 Warranted Electrical Engineer**

- 2.11.1 A licensed Electrical Engineer is required for the preparation of the design for the installation of an electrical system (including low and high voltage system) in the common areas of the existing housing estate blocks as required in view of the installation of a lift. The Engineer shall be expected to inspect the site for the preparation of the design. The design and drawings shall be submitted not later than 4 weeks from the date of engagement.
- 2.11.2 The Engineer shall be expected to compile a Bills of Quantity and the estimate of works required.
- 2.11.3 The Engineer shall be required to compile and sign an application for a 3 Phase or a Single-Phase meter (when required). These shall be submitted not later than 10 days from the date of engagement.
- 2.11.4 The Engineer shall be required to attend site meetings with the Project Leader and Works Contractor and inspections during works as directed by the Project Leader. Inspections are to be carried out with the Contractor in order to ensure that the electrical system is being installed according to the design.
- 2.11.5 The Engineer shall measure the electrical system. Measured works shall be submitted not later than 10 days from the date of completion of works.
- 2.11.6 The Engineer shall certify the final installation. This certification shall be submitted not later than 10 days from the date of completion of works.

### **Remuneration:**

- 1. A warranted Electrical Engineer is required for the preparation of the design for the installation of an electrical system (including low and high voltage system) in the common areas of the existing housing estate blocks as required in view of the installation of a lift. A site inspection for the preparation of the design is deemed to be included in the rate. – **Eur400 excluding VAT.**
- 2. The Engineer shall be expected to compile a Bills of Quantity and the estimate. – **Eur400 excluding VAT.**
- 3. Application and successful installation of a 3 Phase /Single Phase meter (as required). – **Eur250 excluding VAT .**
- 4. Each site meeting / inspection (as required by the Project Leader) – **Eur80 excluding VAT per inspection/site meeting.**
- 5. Measurement of all the installation – **Eur300 excluding VAT.**
- 6. Certification of the final installation – **Eur350 excluding VAT.**

### **3. Rates**

- 3.1 All fees/rates mentioned in this EOI document are fixed and include any necessary changes or revisions needed.

#### **4. Terms of Reference**

- 4.1 In case that the submissions of the Service Provider are found to be incomplete, incorrect or in delay from the indicated timeframe, **penalties** amounting to Eur10 per submission (report, drawing, estimate, etc.) will be charged and the applicable penalty amount will be deducted from the fees due.

#### **5. Terms of Reference for all services**

- 5.1 Appointments for inspections shall be made by Housing Authority officers however the Service Provider is required to contact tenants again prior to inspection if and when required.
- 5.2 The Service Provider shall exercise, in the performance of the services, the standard of skill, care and diligence to be expected of a properly qualified Service Provider, experienced in providing the services required by the Housing Authority.
- 5.3 In all instances, while carrying out these duties, the Service Provider shall act as the representative of the Housing Authority and shall strictly abide by its policies and according to law and shall ensure compliance with the Housing Authority's procedures and the governing laws.
- 5.4 The Service Provider shall conform to general Housing Authority rules and regulations in force from time to time. For the duration of the Agreement, the Service Provider shall act in all respects according to the instructions or directives as given to the Service Providers by the Housing Authority or its representative.
- 5.5 This Agreement is not a contract of employment and as such it shall not create any employer/employee relationship.
- 5.6 The Service Provider obliges himself not to accept any gifts, gratuities, payment or other incentives from clients of the Housing Authority.
- 5.7 The Housing Authority may from time to time introduce new conditions consonant with the spirit of the existing Contract following mutual consent in writing by both parties' signatories to this contract or representatives thereof. The new condition/s shall in this event be brought into force for the abidance of the Service Providers.
- 5.8 The Service Provider warrants that if while performing their duties and responsibilities under this agreement, he becomes aware of any potential or actual conflict of interest; that is, a conflict between his interests and those interests of the Housing Authority, then the Service Provider shall immediately inform the Housing Authority in writing of such conflict. If, in the sole discretion of the Housing Authority, such conflict poses a material conflict to and with the performance of the Service Providers obligations under this agreement, then the Housing Authority may either direct the Service Provider to take the necessary action(s) to resolve that conflict or terminate this agreement immediately upon written notice to the Service Provider. In such event, termination of the agreement shall be effective upon the receipt of such notice of termination by the Service Provider.
- 5.9 The Service Provider shall be responsible to regularly carry out a number of inspections in premises which belong to the Housing Authority, according to a schedule which is prepared and provided by the Housing Authority. Each of the cases in the schedule is identified by a specific Reference Number known as Tenement Request Number (TR number).
- 5.10 During the inspections the Service Provider shall be responsible for assessing the nature of the problems which present themselves in the premises and whether any necessary remedial works fall under the remit of the Housing Authority or not.

5.11 To perform all tasks in compliance with applicable laws, regulations, and professional standards.

## **6. Selection and Award Requirements**

6.1 In order to be eligible for this EOI, interested qualified Service providers must provide evidence that they meet or exceed the criteria described hereunder. Interviews will be held where the Housing Authority deems fit.

### **6.2 Warranted Periti**

- Be in possession of a relevant recognized qualification at MQF Level 6 in Architecture and/or Civil Engineering or higher or equivalent.
- Be in possession of a valid warrant issued and acknowledged by the National Competent Authority in Malta (being the Periti Warranting Board), enabling the individual to practice his/her profession in Malta.

### **6.3 Draughtspersons**

- Be in possession of a relevant recognized qualification at MQF Level 4 in Construction Engineering, Building Services Engineering, Civil Engineering, Quantity Surveying or equivalent.

### **6.4 Land Surveyors**

- Be in possession of a relevant recognized qualification at MQF Level 4 in Land Surveying or equivalent.

### **6.5 Warranted Periti for Restoration and Structural Repair Projects**

- Be in possession of a relevant recognized qualification at MQF level 6 in Architecture and/or Civil Engineering and a relevant recognized qualification at MQF Level 7 in Restoration and Structural Engineering as applicable.
- Be in possession of a valid warrant issued and acknowledged by the National Competent Authority in Malta (being the Periti Warranting Board), enabling the individual to practice his/her profession in Malta.

### **6.6 Warranted Electrical Engineers**

- Be in possession of a relevant recognized qualification at MQF Level 6 in Electrical Engineering or equivalent.
- Be in possession of a valid warrant issued and acknowledged by the National Competent Authority in Malta, enabling the individual to practice his/her profession in Malta.

## **7. Payment terms**

7.1 Payments shall be affected by bank transfer upon submission of an invoice once the relevant service or part service (if this is to be delivered in phases) has been verified completed.

## 8. Clarification requests

- 8.1 The interested persons may submit any clarification requests to the Housing Authority by sending an email to [procurement.ha@ha.gov.mt](mailto:procurement.ha@ha.gov.mt) by not later than the date provided in the Timetable in Item 11.
- 8.2 The interested Service Providers are advised that clarification notes, interpretations, correction or changes to the EOI will be uploaded on [www.housingauthority.gov.mt](http://www.housingauthority.gov.mt) in the Expression of Interest Section.
- 8.3 The interested Service Providers are advised that any clarification notes, interpretations, correction or changes to the EOI will constitute an integral part of this EOI and it is the responsibility of the bidders to ensure that the website is reviewed regularly prior submitting their interest.

## 9. Duration of service

- 9.1 It is being envisaged that the agreement will be for a period of **one (1) year**. No new tasks shall be allocated after the duration of service. However, any tasks still ongoing at the time of contract's closure shall continue to be performed until reaching satisfactory completion, thus, without the possibility to claim extra charges. It is envisaged that assignment of tasks/projects should be reasonable and well calculated when approaching the end of contract, to avoid unnecessary pressures and/or discontent within.

## 10. Submission of Interests

- 10.1 Interested Technical/Professionals who are eligible to apply are to indicate their interest by **sending an email together with CV, warranties and qualifications** (as applicable), and **duly filled in Appendix 1** on [procurement.ha@ha.gov.mt](mailto:procurement.ha@ha.gov.mt) by not later than noon of **11th April 2025** indicating the subject and reference of the EOI (**Provision of Various Services to the Housing Authority - Issue 2, EOI 0001/2025**).
- 10.2 The detailed CV shall portray qualifications and experience, and where possible, a profile of services already provided to businesses and/or Government Ministries/Departments/Entities.
- 10.3 Interest submitted by other means will **not** be considered.
- 10.4 Emails submitted after the Closing Date for the submission will **not** be considered. No liability will be accepted for rejection of late quotations.
- 10.5 All submissions will be acknowledged and treated in strictest confidence.
- 10.6 This EOI does not constitute an offer to enter into any contract with the Housing Authority. The Housing Authority will in no case be responsible or liable for such costs or expenses incurred by prospective bidders, whatever the conduct or outcome of the competitive procedure initiated pursuant to this EOI, including cancellation.

## **11. Timetable**

<b><u>Event</u></b>	<b><u>Date</u></b>
<b>EOI Date of Issue</b>	<b>28<sup>th</sup> March 2025</b>
<b>Deadline for request for any additional information from the Contracting Authority</b>	<b>4<sup>th</sup> April 2025 till 16:00hrs</b>
<b>Last date on which additional information can be issued by the Contracting Authority</b>	<b>8<sup>th</sup> April 2025 till 16:00hrs</b>
<b>Closing Date for Submission</b>	<b>11<sup>th</sup> April 2025</b>
<b>Closing Time for Submission</b>	<b>12.00hrs CEST</b>

## **12. Right of Refusal**

- 12.1 The Housing Authority reserves the right not to consider any of the submissions, since participation in this process does not give prospective candidates the right to be engaged. The decision of the Housing Authority will be final and binding on all participants.

## **13. Confidentiality**

- 13.1 The Service Provider recognizes his obligations under the Data Protection Act, Chapter 586 of the Laws of Malta, the General Data Protection Regulation and EU Regulation (2016/679) and any other legislation applicable in Malta which may come in force from time to time, including but not limited to strict confidentiality, in relation to the nature of the business conducted by the Housing Authority.
- 13.2 All information relative to the Housing Authority and its affairs, which the interested Technical/Professionals shall become aware of in the course of this agreement, and also after its termination, shall be confidential and cannot be disclosed to any third party without authorization of the Chairman of the Housing Authority or any person/s as delegated by the Board of Directors of the Housing Authority or the data subject, as may be the case.
- 13.3 This obligation shall outlive the time span of this contract and shall remain in force even after the termination of this contract.
- 13.4 The interested Technical/Professionals is also responsible for ensuring that any personal data that he holds about other people ('data subjects') is kept securely, returned to the Housing Authority following the termination of this contract and in accordance with the provisions of the Data Protection Act, Chapter 586 of the Laws of Malta, the General Data Protection Regulation and EU Regulation (2016/679) and any other legislation applicable in Malta which may come in force from time to time. The interested Technical/Professionals shall not under any circumstance keep personal data of Housing Authority data subjects after the termination of the contract for service.
- 13.5 The Service Provider acknowledges that any data that he acquires through his business with the Housing Authority pertains solely to the Housing Authority.
- 13.6 The Service Provider will be held responsible according to law and for damages if he infringes these conditions.

## **14. Termination**

- 14.1 The Housing Authority may, without fault or liability and at any time, terminate the Agreement forthwith at no costs additional to those due in respect of rendered services. On the other

hand, the Service Provider may, at any time after expiration of two (2) weeks from commencement of the Agreement, terminate the contract by giving one (1) weeks' notice in writing.

#### **15. Professional Indemnity for Periti**

- 15.1 Appointed periti should have in place a Professional Indemnity Insurance policy covering the services performed under this EOI, for a limit of €500,000 any one loss with an aggregate limit of €1,000,000. This Professional Indemnity Insurance policy should cover financial loss, including losses related to property valuation. A copy of this policy is to be provided within one (1) month from the signing of this agreement.

Periti, **who shall only perform** property valuations, may refrain from covering this service in the Professional Indemnity Insurance.

*The Housing Authority reserves the right to refuse any offer.*