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**EXPRESSION OF INTEREST (EOI) FOR THE
PROVISION OF
SERVICES TO THE HOUSING AUTHORITY**

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EXPRESSION OF INTEREST (EOI) FOR THE PROVISION OF SERVICES TO THE HOUSING AUTHORITY

1. Background information on the Housing Authority

The Housing Authority was established on 11th 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 and companies to submit their interest in providing the following services to the Housing Authority **at fixed rates** indicated in this EOI document.

- ✓ **Water Leak Detection Services by Thermal Imaging Camera**
- ✓ **Jetty Services**
- ✓ **Drainage Camera Test**
- ✓ **Pressure Test**
- ✓ **Provision of Energy Performance Certificate (EPC Assessor)**

Interested individuals and companies may submit their interest to one or more categories listed hereunder.

Orders/tasks shall be assigned through job orders during the duration of the contract, which shall be two (2) years from the last signature of the contract.

2.1 Water Leak Detection Services by Thermal Imaging Camera

The scope of this service is to carry out water leak detections by using a thermal imaging camera.

The Housing Authority shall communicate the details of the job via email including the starting date and execution period.

The Housing Authority may specifically request works to be carried out within 24 hours notice in emergency situations. Such requests may be done via telephone calls during weekends and or after office hours and the contractor is obliged to carry out the camera test.

The service provider must arrange an appointment with the tenants/residents to inspect the premises.

The contractor is required to phase his work to allow the occupiers to shift personal belongings and similar items during the execution of works within the premises.

Contractors may be required to work beyond normal working hours and take all necessary measures if circumstances necessitate such in order to ensure safety and least possible risk of damage to the occupiers of premises and those of adjacent premises,

Following the inspection, a report, including a description of findings and labelled photographs clearly showing the damages, location and cause of the leak, should be submitted to the officer in charge. **A declaration form (Annex 1), which declares that bidder shall include the necessary information in the report, must be submitted with the submission of interest for this EOI.**

Remuneration:

<u>Description</u>	<u>Unit</u>	<u>Rate exclusive of Vat €</u>
Detection of leaks in water and drain foul water system in area/s of concern, including visual inspection of sealants and waterproofing of critical areas, thermal imaging and reporting. Photographic leak investigation report is to be provided.		
A. In Malta	Case	165.00
B. In Gozo	Case	250.00

2.2 Jetty Service

The scope of this service is to clear blockages from the existing drainage system by means of a jetty bowser.

The Housing Authority shall communicate the details of the job via email including the starting date and execution period.

The Housing Authority may specifically request works to be carried out within 24 hours notice in emergency situations. Such requests may be done via telephone calls during weekends and or after office hours and the contractor is obliged to mobilise works in order to resolve urgent cases in connection with drainage system.

The contractor is required to comply with all current legislation, in particular with Health and Safety Regulations and Environment Management Construction Site Regulations and to obtain any permits licenses and certifications as required by law, where applicable.

The removal and carting away of the existing material including any charges for the removal of material from site, transportation to an approved dumping site and payment of dumping fees are included in the fixed rate. The site of works is to be kept clean at all times.

The contractor is required to keep the premises and/or block common parts as applicable clean and free from building debris and waste at all times. This is particularly important in staircases, landings and block entrances.

The unit rates used are deemed to include all and any incidental, supplementary and complementary items and work required to complete the project to the required standard and specifications.

The rates allow for the making good after completion so that the works carried out match and integrate seamlessly with the existing.

The Contractor is to provide for all on and off site administration costs. He is to safeguard the works, materials and plant against damage or theft including all necessary watching and lighting, barriers and any other measures as may be necessary for the security of the Works and the protection of the Public. He is to provide safe, secure storage for tools and materials. Any cost incurred due to damage, theft or similar matters shall be borne by the Contractor.

Contractor is to provide warning signs placed at ground level to warn the general public and other contractors on-site that works are being undertaken in the vicinity.

The contractor is required to phase his work so as to allow the occupiers to shift personal belongings and similar items during the execution of works within the premises.

The contractor shall ensure that site works are properly conducted to create the least possible obstructions to third parties and their activities. Care is to be taken during works to minimise the disturbance to the neighbouring buildings and to protect, where necessary, existing services and finishes. Care shall also be taken to minimise disturbance to third party property.

Contractors may be required to work beyond normal working hours and take all necessary measures if circumstances necessitate such to ensure safety and least possible risk of damage to the occupiers of premises and those of adjacent premises.

Remuneration:

<u>Description</u>	Unit	Rate exclusive of Vat €
Clear blockages in existing drainage system by means of jetty service. Rate is to include for all ancillary work necessary to clear the blockage including carting away of debris, dumping in approved site and cleaning up/reinstatement of site after blockage is cleared.	Case	145.00

2.3 Drainage Camera Test

The scope of this service is to establish the leaks in water and drain foul water systems.

The Housing Authority shall communicate the details of the job via email including the starting date and execution period.

The Housing Authority may specifically request works to be carried out within 24 hours notice in emergency situations. Such requests may be done via telephone calls during weekends and or after office hours and the contractor is obliged to carry out the camera test.

The contractor is required to comply with all current legislation, in particular with Health and Safety Regulations and Environment Management Construction Site Regulations and to obtain any permits licenses and certifications as required by law, where applicable.

The contractor is required to keep the premises and/or block common parts as applicable clean at all times. This is particularly important in staircases, landings and block entrances.

The Contractor is to safeguard the works, materials and plant against damage or theft including all necessary watching and lighting, barriers and any other measures as may be necessary for the security of the Works and the protection of the Public. He is to provide safe, secure storage for tools and materials. Any cost incurred due to damage, theft or similar matters shall be borne by the Contractor.

Contractor is to provide warning signs placed at ground level to warn the general public and other contractors on-site that works are being undertaken in the vicinity.

The contractor is required to phase his work to allow the occupiers to shift personal belongings and similar items during the execution of works within the premises.

The contractor shall ensure that site works are properly conducted so as to create the least possible obstructions to third parties and their activities. Care is to be taken during works to minimise the disturbance to the neighbouring buildings and to protect, where necessary, existing services and finishes. Care shall also be taken to minimise disturbance to third party property.

Contractors may be required to work beyond normal working hours and take all necessary measures if circumstances necessitate such in order to ensure safety and least possible risk of damage to the occupiers of premises and those of adjacent premises.

Remuneration:

<u>Description</u>	Unit	Rate exclusive of Vat €
Detection of leaks in water and drain foul water systems in area of concern, including visual inspection of sealants and waterproofing of critical areas, sewer inspection camera and reporting. Photographic and video evidence of leak investigation report to be provided.	Case	200.00

2.4 Pressure Test

The scope of this service is to carry out pressure tests on cold or hot water systems.

The Housing Authority shall communicate the details of the job via email including the starting date and execution period.

The Housing Authority may specifically request works to be carried out within 24 hours notice in emergency situations. Such requests may be done via telephone calls during weekends and or after office hours and the contractor is obliged to carry out the pressure test.

The service provider must arrange an appointment with the tenants/residents to inspect the premises.

The contractor is required to phase his work to allow the occupiers to shift personal belongings and similar items during the execution of works within the premises.

Contractors may be required to work beyond normal working hours and take all necessary measures if circumstances necessitate such in order to ensure safety and least possible risk of damage to the occupiers of premises and those of adjacent premises.

Remuneration:

<u>Description</u>	Unit	Rate exclusive of Vat €
Pressure test to be performed on either cold and hot water system to establish any possible leakages in the system. Test must be corroborated with video or photographic evidence together with an official written report.	Case	70.00

2.5 Provision of Energy Performance Certificate (EPC Assessor)

The scope of this service is to provide essential information about the property's energy efficiency and eventually provide the certificate to the HA. The properties may be situated in Malta and Gozo.

The Housing Authority receives ad hoc requests for the preparation of EPC's for its properties, which comprise of all types of residential units.

The service provider shall inspect and fix an appointment with the HA client by phone, which will be provided by HA via email with all the details.

The Housing Authority will reimburse the BCA application fee for each certificate on receipt of the respective certificate (original signed hard copy). A one signed soft copy will be sent via email.

Dwellings to be assessed may be in shell form, semi-finished or finished. The HA shall provide the pdf drawing/s (via email), if available, of the dwelling/s to be assessed. When available, ACAD drawings shall be provided.

Remuneration:

<u>Description</u>	Unit	Rate exclusive of Vat €
Draw up an Energy Performance Certificate (EPC) for a dwelling in any locality of Malta or Gozo. Dwelling – Asset / Design rating: A. In Malta B. In Gozo	Case Case	€50.00 €85.00

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 the Service Provider.

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 The Agreement shall not be 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 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.
- 5.10 To perform all tasks in compliance with applicable laws, regulations, and professional standards.

6. Selection and Award Requirements

- 6.1 **For EPC Assessors only** (item 2,5) - in order to be eligible for this EOI, interested EPC Assessors must provide evidence that they meet or exceed the criteria described hereunder.

Assessor Dwelling:

- Be a qualified Assessor (dwelling) and registered with BCA.

- 6.2 For all providers: Interviews will be held where the Housing Authority deems fit.

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 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** 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** 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 **two (2) years**. 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 persons/Professionals/companies who are eligible to apply are to indicate their interest by **sending an email together with qualifications and registration** (as applicable) and **duly filled in Annex 2** on procurement.ha@ha.gov.mt **by not later than noon of Tuesday 8th July 2025** indicating the subject and reference of the EOI (**Provision of Various Services to the Housing Authority - EOI 2/2025**).
- 10.2 Interest submitted by other means will **not** be considered.
- 10.3 Emails submitted after the Closing Date for the submission will **not** be considered. No liability will be accepted for rejection of late quotations.
- 10.4 All submissions will be acknowledged and treated in strictest confidence.
- 10.5 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

<u>Event</u>	<u>Date</u>
EOI Date of Issue	17th June 2025
Deadline for request for any additional information from the Contracting Authority	26th June 2025
Last date on which additional information can be issued by the Contracting Authority	1st July 2025
Closing Date for Submission	8th July 2025
Closing Time for Submission	12.00hrs CEST

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.

The Housing Authority reserves the right to refuse any offer.