

EXPRESSION OF INTEREST (EOI) FOR THE PROVISION OF VARIOUS SERVICES TO THE HOUSING AUTHORITY – ISSUE 3

1. Background information on the Housing Authority

The Housing Authority was established on 11 October 1976 by Act XV of 1976, better known as the Housing Authority Act. It operates under the Ministry for Accommodation and Lands and has contributed to strengthening Maltese society since its establishment.

The Housing Authority's offices are currently located on Pietro Floriani Street in Floriana, following their relocation in 1991 from the Auberge de Bavière. Following the amalgamation of the Department of Social Housing and the Department of Housing Construction and Maintenance, the Authority expanded its Floriana premises to support its growing operations and responsibilities.

Adopting a holistic approach, the Authority offers various initiatives and incentives committed to improving the quality of life and securing a better future for Maltese communities. Through its affordability schemes, the Housing Authority assists over 12,000 families annually, helping sustain Malta's strong homeownership culture, which has grown to 85% among Maltese households. Additionally, the Authority is the principal regulator of Malta's private residential market, overseeing over 66,000 registered contracts annually.

The Housing Authority's vision is driven by an intelligence-led approach, active stakeholder engagement, and a commitment to transparency through the provision of up-to-date insights into the local housing sector. Its research publications and publicly accessible dashboards enable effective monitoring of the current market situation, allowing the Authority to identify and address any gaps as needed. An ongoing digital transformation further complements these efforts, delivering real-time information, streamlining more efficient, high-quality services, and enabling targeted solutions, such as specialised housing projects.

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 (Specialising in Restoration Works and/or Structural Engineering)**
- ✓ **Land Surveyors**
- ✓ **Quantity Surveyors**
- ✓ **Draughtpersons**

Interested persons/firms/recognised partnerships may submit their interest for one or more categories listed below. **NOTE: Submissions made on behalf of a Periti firm or recognised partnership must provide the name of the Key Expert for each item (2.1 – 2.10). The nominated Key Expert must meet the requirements established in Section 6.**

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 assignment. The job may include the addition and integration of drawings of the common parts and roof, as provided by the Housing Authority, into the internal layout prepared by the professional, thereby resulting in a complete set of drawings. Photos of the façade (3 photos), backyards, roof and common parts are to be taken and sent in jpg format.

Remuneration:

1. Site Survey, Sketch, Preparation of Drawings & Photos (Detailed Floor Plan & Block Plan) (Section/Elevation may be requested) - **Eur350 excluding VAT** per Apartment or per Maisonette including soil area of up to 200sqm.
2. Site Survey, Sketch, Preparation of Drawings & Photos (Detailed Floor Plan & Block Plan) (Section/Elevation may be requested) - **Eur400 excluding VAT** per Apartment/Maisonette and Roof or Common Parts, Apartment/Maisonette on two levels or Apartment/Maisonette including a soil area larger than 200 sqm.
3. Site Survey, Sketch, Preparation of Drawings & Photos (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 & Photos (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 & Photos - **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 & Photos (Detailed Floor Plan & Block Plan) (Section / Elevation may be requested) – **Eur250 excluding VAT** per garage, store, office, shop, common parts or roof.
8. Additional fee for site surveys carried out in Valletta – **Eur20 excluding VAT**

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/ portions of land. These shall be presented to the Housing Authority in PDF and ACAD format by not later than 2 weeks after the date of assignment. Survey should include datum levels and is to be carried out using a Total Station of 1mm accuracy. Photos of the site are to be taken and sent in jpg format.

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 assignment.

Remuneration:

1. Land Registry Plans - **Eur150 excluding VAT per Plan.**
2. Site Survey & Preparation of Detailed Plans - **Eur550 excluding VAT per Block of apartments.**
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 – **Eur200 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:

Valuation	Fee (Excluding VAT)
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
> €300,001	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 assignment.

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.**
3. Additional fee for Condition Survey/Condition Reports carried out in Valetta – **Eur20 excluding VAT.**

2.6 Other Warranted Periti Services

Professional services are required to support the Estate Department. 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 Restoration Works and/or Structural Engineering)

The services required under this call shall consist of professional services in relation to projects undertaken by the Housing Authority, including but not limited to the restoration of properties and other minor works as may be required.

The Warranted Perit shall be responsible for the provision of the following services:

- 2.7.1 Preparation and submission of applications to the Planning Authority, including all necessary documentation, and liaison with all relevant Authorities, Commissions, and stakeholders throughout the planning process until the issuance of the development permit. This shall include, where applicable, the preparation of structural designs, restoration method statements, project description statements, drawings, and technical specifications. All drawings shall be duly signed by the Perit in charge. Planning applications shall be submitted within four (4) weeks from the date of engagement and deliverance of brief.
- 2.7.2 Preparation and submission of any required amendments, modifications, or updates to the approved design during the execution phase, within two (2) weeks from notification by the Contracting Authority.
- 2.7.3 Preparation of Bills of Quantities in accordance with the Housing Authority Framework Agreement templates, including the measurement of works. Such documentation shall be submitted within four (4) weeks from the issuance of the relevant development permit.
- 2.7.4 Submission of the Change of Architect Form, Commencement Notice, and all required documentation to the Building and Construction Authority (BCA), including condition

reports and method statements, where applicable. These shall be submitted within two (2) weeks from notification by the Contracting Authority.

- 2.7.5 Supervision and monitoring of works to ensure compliance with approved drawings, specifications, and applicable regulations, including liaison with contractors, tenants, and other stakeholders. The Perit shall issue the final certification of works within two (2) weeks from completion.
- 2.7.6 Submission of the final compliance certificate, within two (2) weeks from notification by the Contracting Authority.
- 2.7.7 Provision of technical input in the preparation of tender and/or quotation documents, and participation in the evaluation and adjudication of offers, as may be required.
- 2.7.8 Ongoing supervision, coordination, and follow-up of works, including the assessment of variation claims and ensuring satisfactory completion of projects.
- 2.7.9 Maintaining regular communication with the Contracting Authority, including the Infrastructure Management Department and Procurement Section, and reporting on progress, monitoring, and certification of works.
- 2.7.10 Measurement and certification of works for the purpose of processing payments to contractors.
- 2.7.11 All deliverables shall be submitted in accordance with the timeframes indicated by the Contracting Authority for each specific assignment.

Remuneration (Warranted Periti)

The services shall be remunerated on a per site basis as follows (excluding VAT):

1. Preparation and submission of Planning Authority application up to issuance of permit – **€1,200 excluding VAT**
2. Preparation and submission of structural design, drawings, bills of quantities and specifications – **€2,200 excluding VAT**
3. Preparation and submission of revised or updated designs (if required) – **€250 excluding VAT per revision**
4. Submission of Change of Architect Form, Commencement Notice, and BCA documentation – **€150 excluding VAT**
5. Supervision of works and issuance of final certification – **€500 excluding VAT**
6. Issuance of final compliance certificate – **€350 excluding VAT**

2.8 Quantity Surveyor

The Quantity Surveyor shall provide professional services to support the Infrastructure Management Department in all cost-related aspects of projects undertaken by the Housing Authority.

The scope of services shall include, but not be limited to:

- 2.8.1 Preparation of Bills of Quantities in accordance with the Housing Authority templates.
- 2.8.2 Preparation of cost estimates, cost plans, and financial reports.
- 2.8.3 Measurement and valuation of works, including interim and final valuations.
- 2.8.4 Implementation of cost control measures and financial monitoring throughout the project lifecycle.
- 2.8.5 Evaluation and processing of variations and claims.
- 2.8.6 Assistance in the preparation of tender documents and participation in the evaluation of submitted offers.
- 2.8.7 Liaison with Periti, contractors, and other stakeholders on all cost-related matters.

Remuneration (Quantity Surveyor)

The services shall be remunerated as follows (excluding VAT):

1. Preparation of Bills of Quantities – **€200 excluding VAT per site**
2. Preparation of cost estimates and reports – **€120 excluding VAT per report**
3. Measurement and valuation of works – **€50 excluding VAT per valuation or per site**
4. Additional services – **€15 excluding VAT per hour**

2.9 Draughtsperson

The Draughtsperson shall provide technical support services to the Infrastructure Management Department in relation to surveying of properties and preparation of drawings.

The scope of services shall include, but not be limited to:

- 2.9.1 Carrying out property surveys and taking accurate measurements of existing properties.
- 2.9.2 Preparation of detailed drawings using AutoCAD, including plans, elevations, sections, and construction details.
- 2.9.3 Updating and revising drawings as required during the design and implementation stages.
- 2.9.4 Preparation of as-built drawings upon completion of works.
- 2.9.5 Assisting Periti and Quantity Surveyors in the preparation of technical documentation.
- 2.9.6 Ensuring that all drawings comply with the requirements and standards of the Housing Authority.

Remuneration (Draughtsperson)

The services shall be remunerated as follows (excluding VAT):

1. Site surveys and measurements – **€300 excluding VAT per site**
2. Preparation of drawings – **€250 excluding VAT per project**
3. Revisions to drawings – **€50 excluding VAT per revision**
4. Additional services – **€15 excluding VAT per hour**

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:

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

3. Rates

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

4. Health and Safety

4.1 The Service Provider is to take all health and safety precautions as required by law to ensure safety and always cause the least possible inconvenience to the public while inspections are being done.

4.2 The Service Provider shall be bound to conform to the Occupational Health and Safety Act as well as any other national legislation, regulations, standards and/or codes of practice in effect during the execution of the contract, regarding health and safety issues, as they apply for the Service Provider's particular operating situation and nature of work activities.

5. Terms of Reference

5.1 Appointments for inspections shall be made by Housing Authority officers however the Service Provider is required to contact tenants/residents again prior to inspection if and when required. The services must be provided between 08:00hrs and 17:00hrs.

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 All works shall be executed to the entire satisfaction of the Contracting Authority responsible person and the Service Provider is obliged to conform to the respective legal notices and local regulations.

5.4 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.

5.5 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.

5.6 The Service Provider protect all system equipment being used during the execution of the

service contract.

- 5.7 The Service provider shall provide the required materials, tools, instruments and equipment as well as provide transport to and from the site of work.
- 5.8 This Agreement is not a contract of employment and as such it shall not create any employer/employee relationship.
- 5.9 The Service Provider obliges himself not to accept any gifts, gratuities, payment or other incentives from clients of the Housing Authority.
- 5.10 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.
- 5.11 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.
- 5.12 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).
- 5.13 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.
- 5.14 To perform all tasks in compliance with applicable laws, regulations, and professional standards.
- 5.15 **Applicable to services 2.8 & 2.9 only:** In accordance with the Building Construction Authority requirements relating to the Construction Industry **Skill Card**, the Service Provider hereby confirms and undertakes that all persons present on site under his responsibility shall, as from January 2027, be in possession of a valid Construction Industry Skill Card and shall carry such card on them at all times while on site.
- The Service Provide shall be solely responsible for ensuring compliance with this requirement. The Housing Authority reserves the right, at its sole discretion, to request the submission of copies of the relevant Skill Cards for verification purposes.
- 5.16 On completion of works, the related job / reports / certificates are to be submitted for evaluation and future respective payment ^{refer to 7.1}.
- 5.17 The Service Provider will not be paid for any works and/or services that is not carried out as per the conditions listed in the contract.

6. Selection and Award Requirements

6.1 To be eligible for this EOI, interested qualified Economic Operators 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 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.

6.4 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.

6.5 Land Surveyors

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

6.6 Quantity Surveyors

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

7. Payment terms

7.1 This is a fee-based contract. Payments shall be made upon presentation of invoices and approval by the Housing Authority of invoices **on quarterly basis i.e. September, December, March, June.**

7.2 The invoice must list the tasks performed under each section i.e. 2.1 - 2.10.

7.3 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.

7.4 The Service Provider needs to be in possession of a valid VAT number and submit a fiscal receipt upon payment.

8. Clarification requests

- 8.1 Interested Service Providers 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 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 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 The period of performance shall commence from the last signature of the Contract and shall run for a period of **one (1) year, extendable for another year with same rates, terms and conditions**. 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.
- 9.2 The Authority reserves the sole and absolute discretion to assign, allocate, reassign, or withhold any tasks, duties, or responsibilities under this Expression of Interest, taking into account operational requirements, the Service Provider's qualifications, and the standard of performance delivered. Nothing herein shall be construed as guaranteeing the allocation of any work. The Service Provider acknowledges that the Authority may, at its discretion, elect not to assign any work during the validity period of this Expression of Interest, and shall have no entitlement to compensation, damages, losses, or any other remedy arising from the absence of such assignments.

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:**
- 10.1.1 **CV, warrants and qualifications** (as applicable), and
 - 10.1.2 **filled in Appendix 1** on procurement.ha@ha.gov.mt
- by not later than noon of 1st July 2026** indicating the subject and reference of the EOI (**Provision of Various Services to the Housing Authority - Issue 3, EOI 0001/2026**).
- 10.2 The detailed CV shall portray qualifications, 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 Interests 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

<u>Event</u>	<u>Date</u>
EOI Date of Issue	16th June 2026
Deadline for request for any additional information from the Contracting Authority	25th June 2026 till noon
Last date on which additional information can be issued by the Contracting Authority	30th June 2026 till noon
Closing Date for Submission	1st July 2026
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. Intellectual Property Rights

13.1 The Service Provider shall ensure that all deliverables produced in the execution of any assignment arising from this Expression of Interest, including but not limited to drawings, plans, designs, specifications, reports, models, data, and any other related documentation (hereinafter referred to as the "Deliverables"), shall, upon their creation, become the property of the Contracting Authority.

13.2 Without prejudice to the generality of the foregoing, and insofar as any intellectual property rights in the Deliverables do not vest automatically in the Contracting Authority by operation of law, the Service Provider hereby irrevocably assigns, transfers, and conveys to the Contracting Authority all economic rights, title, and interest in and to the Deliverables, in accordance with the Copyright Act (Chapter 415 of the Laws of Malta), for the full duration of such rights and for all territories.

13.3 The Service Provider shall ensure that any personnel, agents, or subcontractors engaged for the performance of the services shall duly waive or assign any intellectual property rights in favour of the Contracting Authority, as may be required to give full effect to this Clause.

13.4 The Service Provider shall retain the right to be identified as the author of the Deliverables in accordance with applicable legislation. However, the Service Provider hereby waives, to the extent permitted by law, any moral rights which may be inconsistent with or restrict the Contracting Authority's rights to use, reproduce, adapt, modify, or otherwise exploit the Deliverables.

13.5 The Contracting Authority shall have the unrestricted right to use, reproduce, amend, adapt, publish, and otherwise utilise the Deliverables, whether for the purposes of the project to which they relate or for any other purpose connected with its functions, without the need for further consent from, or payment to, the Service Provider.

13.6 The Service Provider warrants that the Deliverables do not infringe any third-party intellectual property rights and shall indemnify and hold harmless the Contracting Authority against any claims, damages, or liabilities arising from any such infringement.

13.7 This Clause shall be governed by and construed in accordance with applicable legislation.

14. Personal Data

- 14.1 The Service Provider shall, in the performance of any assignment arising from this Expression of Interest, comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and the Data Protection Act (Chapter 586 of the Laws of Malta) (hereinafter collectively referred to as the “Applicable Data Protection Legislation”).
- 14.2 The Service Provider shall process any personal data strictly for the purposes of, and to the extent necessary for, the performance of the services assigned by the Contracting Authority, and shall not process such data for any other purpose without the prior written authorisation of the Contracting Authority.
- 14.3 The Service Provider shall ensure that any persons authorised to process personal data are subject to a duty of confidentiality and are appropriately trained in data protection obligations.
- 14.4 The Service Provider shall not disclose or transfer personal data to any third party without the prior written consent of the Contracting Authority, unless required to do so by law.
- 14.5 The Service Provider shall promptly notify the Contracting Authority upon becoming aware of any actual or suspected personal data breach or data loss event and shall cooperate fully with the Contracting Authority in the mitigation and resolution of such breach.
- 14.6 The Service Provider shall assist the Contracting Authority, where applicable, in fulfilling its obligations with respect to data subjects’ rights under the Applicable Data Protection Legislation.
- 14.7 The obligations set out in this Clause shall survive the termination or expiry of this Expression of Interest and any resulting engagement.

15. Confidentiality

- 15.1 The Service Provider shall treat as strictly confidential all information, data, documentation, and materials of any nature relating to the Contracting Authority, its operations, beneficiaries, or projects (hereinafter referred to as the “Confidential Information”), which may be disclosed to or otherwise obtained by the Service Provider in the course of, or in connection with, this Expression of Interest and any assignment arising therefrom.
- 15.2 The Service Provider shall not, without the prior written consent of the Contracting Authority, disclose any Confidential Information, in whole or in part, to any third party, nor use such Confidential Information for any purpose other than the proper performance of the services assigned.
- 15.3 The Service Provider shall take all reasonable measures to ensure that access to Confidential Information is restricted to those employees, agents, or subcontractors who need to know such information for the purposes of performing the services, and shall ensure that such persons are bound by equivalent confidentiality obligations.
- 15.4 The obligations of confidentiality set out in this Clause shall not apply to information which:
- is or becomes publicly available otherwise than through a breach of this Clause;
 - is lawfully obtained from a third party not under an obligation of confidentiality; or
 - is required to be disclosed pursuant to any applicable law, regulation, or order of a competent authority, provided that the Service Provider shall, where legally

permissible, notify the Contracting Authority in advance of such disclosure.

- 15.5 The Service Provider shall ensure that all Confidential Information remains secure and shall, upon termination or completion of any assignment, return or securely destroy such information in accordance with the instructions of the Contracting Authority and applicable law.
- 15.6 The Service Provider acknowledges that personal data constitutes Confidential Information and shall, in addition, comply with all obligations arising under the Applicable Data Protection Legislation.
- 15.7 The obligations contained in this Clause shall survive the termination or expiry of this Expression of Interest and any resulting engagement.

16. Termination

- 16.1 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.

17. Professional Indemnity for Periti

- 17.1 Appointed Periti should have in place a **Professional Indemnity Insurance policy covering the services rendered for a limit of €500,000 any one loss with an aggregate limit of €1,000,000.**

Periti, **who shall apply for item 2.4 only (property valuations)** may refrain from covering this service in the Professional Indemnity Insurance.

A copy of this policy is to be provided within one (1) month from the signing of this agreement.