

**Tender for Works and Services**

**TD / 01 / 2023**

**Construction Services**

For the excavation and construction of the sports grounds and running track at San Andrea School I/o Mgarr

**Phase I**

The excavation of the area, supply and laying of backfilling, concrete works, steel reinforcements, drainage, gutter and piping works

Issued by: San Andrea School

Issue Date: 28<sup>th</sup> July 2023

Response/Submission Date: 11<sup>th</sup> August 2023

Response/Submission Time: Time: **18:00 CET**

**Classification of Document Data: Public**

## 1 GENERAL INFORMATION

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### 1.1 Introduction

*Background information about San Andrea School*, hereinafter referred to as the 'School'.

San Andrea School is an independent, co-educational, mixed ability school educating over 1100 students aged 2 to 16 years from Pre-Nursery to Grade 12. Considered one of the best schools in Malta for local and international students, the School has been at the forefront of initiating future-oriented learning methodologies, promoting extracurricular programmes and ensuring the best quality teachers and staff.

The School maintains a balanced academic curriculum that also takes into account the students' well-being, individuality and self-confidence.

The School has identified the need to upgrade and renovate certain facilities, namely, the sports ground, the running track and their immediate surroundings and has consequently launched a project to this effect, hereinafter referred to as the 'Project'. The area previously covering the sports ground, running track and their immediate vicinity has been excavated to a certain extent but not completed.

The School wishes to have a new facility which includes a multipurpose sports ground, running track around same, and other sports facilities for the children to use during school hours as well as during the extracurricular programmes. The area is shown in the plan herewith annexed and marked as 'Document A' and is intended to be used also as a recreational area for the school children, and not only as a sports facility, hereinafter referred to as the 'Sports Ground'.

The School has already commenced preparatory work on the Project and has received all internal approvals needed. It has decided to undertake the Project in two phases as a result of the extent of the work involved and limited time available. It is imperative that the School is able to make use of the Sports Ground during scholastic year 2023-2024 as outlined below.

<p>Phase 1 - The excavation of the Sports Ground, supply and laying of backfilling, concrete works, steel reinforcements, drainage, gutter and piping works with the aim of having a concrete surface to be used by the students of the School for play and recreation during scholastic year 2023-2024</p>
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<p>Phase 2 - The finishing off of the Sports Ground, including the provision of and laying of the various surfaces best identified for the activities intended, provision of equipment, related electrical and water services, as well as the construction and finishing of the adjacent spaces.</p>
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The target date of the School for completion of Phase I of the Project is the commencement of the scholastic year 2023-2024. The school appreciates and understands that the target is ambitious but seeks to adhere to same in the interests of the children attending the School.

**The School invites interested parties willing and capable of providing the works and services necessary to undertake and complete Phase 1 to approach the School and tender for the works and services.**

This tender for the works and services above mentioned shall hereinafter be referred to as the 'Tender'. This document is being published together with the following:-

- a. Document A – the plans for the Sports Ground
- b. Document B – the bill of quantities estimated to be needed to complete Phase 1

## **2 SUBMISSION OF PROPOSAL**

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Response to this Tender is to be submitted through email at [capitalprojects@sanandrea.eu.mt](mailto:capitalprojects@sanandrea.eu.mt) . All submissions will be dealt with in strictest confidence.

Applicants are to quote the reference number of this request for quotation in all correspondence.

Applicants are to include a clear declaration in their submission identifying if they, or in the case of an entity its directors, partners, or employees have any children or nephews/nieces who attend the School or are otherwise directly or indirectly involved in the School or its activities.

In default, and if it is found that an Applicant has any involvement as above described, the School reserves the right to disqualify the Applicant and his/her/its application.

The School may or may not consider any such connection or involvement as a benefit when making its evaluation of the applications.

Proposals shall include:

- a. a profile of the company tendering including a note on its experience and particular experience with similar projects in Malta, and copies of all applicable and available certifications and licenses, as well as references, pertaining to the said company,
- b. a completed bill of quantities as provided in Document B,
- c. proposed milestones and timelines and particularly a confirmation and guarantee to complete the works by the 1<sup>st</sup> October 2023,
- d. a proposed methodology statement, including evidence of ownership of equipment

- and machinery necessary to undertake and complete the works in time,
- e. ideas to enhance and improve the Project,
  - f. the final and total fee exclusive of VAT,
  - g. a payment schedule,
  - h. identify a contact person for the entire project and provide a contact e-mail, and
  - i. a copy of the insurance cover of the applicant
  - j. any additional information as detailed in Sections 4.3 and 4.4 that will allow the School to evaluate the proposal according to the defined Evaluation Award Criteria.

### Timetable

	Date	Time (CET)
Publication of RFQ	28 <sup>th</sup> July 2023	18:00
A site visit will be organized for any applicant who expresses and interest to attend by sending an e-mail on <a href="mailto:capitalprojects@sanandrea.eu.mt">capitalprojects@sanandrea.eu.mt</a> by not later than the 2 <sup>nd</sup> August 2023	3 <sup>rd</sup> August 2023	13.30
Deadline for request for any clarifications. Any requests for clarifications will only be entertained if received on <a href="mailto:capitalprojects@sanandrea.eu.mt">capitalprojects@sanandrea.eu.mt</a>	4 <sup>th</sup> August 2023	18:00
Deadline for Submission of Proposals All the documentation shall be submitted to <a href="mailto:capitalprojects@sanandrea.eu.mt">capitalprojects@sanandrea.eu.mt</a>	11 <sup>th</sup> August 2023	18:00

Any Tender addenda/clarifications/updates by the School will be circulated by email from [capitalprojects@sanandrea.eu.mt](mailto:capitalprojects@sanandrea.eu.mt) and on the San Andrea School website <https://www.sanandrea.edu.mt/>. All clarifications made by the School shall be rendered public.

Late submissions will not be accepted. Evaluation of the quotations received will take place after the closing date. The School will not assume any liability associated with the late submissions of the Tender. All submissions will be dealt with in strictest confidence. Any decision taken by the School in this regard shall be deemed final.

### 3 GENERAL CONDITIONS

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The School shall award the Tender on the basis of the Evaluation Award Criteria hereunder and reserves to award the Tender to an applicant who is not the most economically advantageous quotation. The School reserves the right to accept or reject an incomplete application.

The School may in its absolute discretion change, as deemed necessary in view of circumstances, the basis of, or the procedure of the Tender process.

The School reserves the right to extend the closing date and to cancel the Tender and evaluation process at any stage. The School shall inform all the prospective applicants without being liable for any costs and damages including, without limitation, damages for any loss of profits, in any way connected with the cancellation of the request for quotation.

The School reserves the right to reject a proposal which appears to be priced abnormally low in relation to the Services to be provided. The School reserves the right to request further clarification, documentary evidence, explanation or elaboration in writing on any aspect of the application or declarations made prior to the award so that it can best evaluate each submission.

The School reserves the right to reject or disqualify a proposal if:

the applicant fails to comply fully with the requirements of the Tender and the information given at the time of proposal is incomplete, or additional requested information is not provided;

the applicant is guilty of a serious misrepresentation in supplying any information required in this document and/or in relation to this or any past proposals;

the applicant has, directly or indirectly, engaged in corruptive, fraudulent, collusive or obstructive practices in competing for the Tender or other similar processes undertaken by third parties;

there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the applicant.

In addition, since the School has a zero tolerance towards the commission of fraud or corruption, a proposal shall also be rejected if the applicant fails to commit itself through a signed anti-fraud declaration in the form contained in Annex I.

If the School becomes or is made aware, after the award, that an applicant failed to comply with any of the requesting criteria, the School is entitled to terminate the contract without prior notice. The School reserves the right to claim payment from the non-compliant applicant of any damages, loss and expenses incurred as a result of the termination. The School reserves the right to award thereafter the Tender to any other applicant it deems fit.

Without prejudice to the above, the School reserves the right to terminate the engagement

without compensation for any services provided until then, if any, in the event that there is an unjustified delay in the timings provided in the services of more than seven (7) working days or if the successful Applicant demonstrates a lack of ability to perform these tasks. The applicant shall be entitled to written notice of default and shall be given two (2) working days to reply and justify its position. It shall be the School's discretion whether to accept any such justification or otherwise. The School reserves the right to award thereafter the Tender to any other Applicant it deems fit.

The School may, notwithstanding any provision to the contrary in this Tender, publicise or otherwise disclose, to any third party, information regarding the chosen applicant contract, the identity of applicants (including details of their respective members, but not also the financial details of their submission), the Tender process, or the award (including, without limitation, details of costs and fees as awarded) at any time.

### **3.1 GDPR and Freedom of Information Compliance**

The School is subject to the provisions of the Freedom of Information Act as well as other legislation governing access to information. Therefore, where Applicants consider any information that they provide in the course of this RFQ process to be commercially sensitive or confidential in nature, they should identify that information as "commercially sensitive" or "confidential" and specify the applicable reasons. The nature of the documentation may then be taken into account by the School in considering requests (if any) for access to such information under the Freedom of Information Act or other applicable law. Applicants should note that on conclusion of a contract for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

The submission of any Personal Data (including any personal data contained in any curriculum vitae) ("Personal Data") shall be provided by the Applicant for the use by the School of that Personal Data for the purpose of evaluating the proposals and in performance of arising contractual obligations. Once it obtains any Personal Data, the School will act as data controller of such data and will retain it for (a) in respect of an unsuccessful applicant, up to one year following completion of the appointment of the successful applicant and (b) in respect of a successful applicant, up to seven years following completion of the Services. An Applicant may exercise his/her rights in connection with the processing of his/her personal information by School by contacting the School Board by email [schoolboard@sanandrea.eu.mt](mailto:schoolboard@sanandrea.eu.mt) . For further information in relation to how the School processes personal data, including an individual's various rights under data protection law and details of how to contact the School, please refer to the School's Privacy Notice which is available on the School website.

## **4 REQUIREMENTS AND RESPONSE FORMAT**

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### **4.1 Contractor**

The services are to be provided by a contractor who has a minimum of five years related working experience.

Previous experience in the provision of such works and services to schools will be considered as a plus.

The Contractor shall hold an all risks insurance policy adequate for the value and type of works and services intended and described in this tender, as well as an employer's liability to cover for all damages and liability sustained by any person employed by him/them. Liability for injuries or damages must not be less than one million Euro (€ 1.000.000) under each cover. Workmen on site under the all risks policy shall include architects, engineers and School representatives appointed to follow the works.

The Contractor shall also ensure that all vehicles that it may introduce or use on site are adequately insured.

Once the award is given the successful Contractor must inform the insurer of same and include the School as a joined insured under the policies so that any loss, damage or liability occurred or arising as a result of the works or services is covered or included in the Contractor's all risk and employer's liability policy. The successful Contractor shall be fully responsible for any loss, damage or liability that may be incurred by the School as a result of the works or services, or non-compliance of the Contractor of any of its obligations under this Tender and in particular the obligations related to the insurance policies herein mentioned, and hold the School indemnified against any claims.

The successful Contractor shall also undertake, once the award is given, a risk assessment of the site and agree with the School representatives a process, plan and method to ensure the School remains safe for all School students, teachers, parents, representatives and employees during the execution of the works and services, and the dismantling and cleaning of the site, as well as for its employees and representatives.

### **4.2 Services**

The School is seeking works and services of a contractor with experience for the excavation of the Sports Ground, supply and laying of backfilling, concrete works, steel reinforcements, drainage, gutter and piping works with the aim of having a concrete surface to be used by the students of the School for play and recreation during scholastic year 2023/2024. The required services include all those services included in the Bill of Quantities herewith attached and marked as Document B. The works shall be undertaken under the surveillance and guidance

of the architects appointed by the School.

#### Engagement and Time Schedule

- a. Once the School notifies the applicant of the award and acceptance of the works and services, the applicant is expected to provide an engagement letter or similar document, hereinafter referred to as the 'Engagement Letter' immediately before commencement indicating the details of the services being provided, fee and payment schedule. The obligations outlined in this Tender are to form an integral part of the Engagement Letter.
- b. The appointment shall be for a period as may be necessary to complete Phase 1 of the Project as outlined herein. The School reserve the right to award a right of first refusal to the successful applicant of Phase 1 in respect of Phase 2 of the Project.
- c. The successful applicant will be expected to maintain a reliable line of communication with the School via the identified contact person.
- d. The successful applicant must complete the works by the 1<sup>st</sup> October 2023, the "Completion Date". Works shall be complete once the architect appointed by the School shall confirm the works to be complete. The School shall grant a number of days at its discretion for the completion of snags as indicated by the architect appointed by the School, cleaning of the Sports Ground and clearing of the Sports Ground.

#### Award Criteria

The award criteria for this this Tender will be based on the following:

Weightings	Evaluation Award Criteria
10%	Experience (no. of years of work experience and specific experience in similar projects) and Reputation
10%	Ability and assurance in keeping with the proposed delivery deadline
25%	Quality of Tender Submission (how much the proposal meets the School's objectives - how effective, realistic and achievable same is)
40%	Overall cost of the engagement



<b>15%</b>	Granting of credit for the repayment of works and services beyond the proposed date of completion (including the setting off of the works and services against school fees)
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### **4.3 Response Format**

Responses are to be straightforward, clear, concise and specific to the information requested. In order for submissions to be considered complete, the applicant must provide all the requested information mentioned in this document as well as any other comments, observations or suggestions which potentially may assist the School in the Tender.

The response by the applicant shall clearly highlight any clauses where they cannot meet the requirements. It is therefore assumed that, if the applicant does not highlight non-compliance, the applicant is complying and is able to execute the requests being made in this specification with the highest standard. Submissions shall contain the information highlighted in clause 2 above.

Any additional document, information or promotional material may be submitted together with the information requested therein.

All information requested in this document must be provided. If any section is not deemed to be applicable, the interested party shall indicate it accordingly, without prejudice to the right of the School to disqualify any persons that do not provide the required information.

The proposal submitted is to be signed by the authorised signatory if the applicant is a body corporate.

### **4.4 Financial Bid Form**

The applicant must provide a proposal in Euro (exclusive of VAT and all other applicable taxes) to cover all the requirements of this Tender as provided in the Bill of Quantities.

The proposal price must cover all the services as described in the Tender document. The price should include any costs including travel costs, stationary, etc.

If the applicant offers a discount or a credit for the repayment, the discount or credit terms must be clearly highlighted.

The applicant's price quoted is fixed for the period of engagement and shall not be subject to revision or escalation in costs.

In the event the successful applicant delays in the provision of the works and services beyond Completion Date for whatever reason, the School reserves the right to impose a penalty for mere delay up to the amount of 10% of the Tender value.

The Capital Projects Committee

San Andrea School

**Annex I**  
**Anti-Fraud Declaration**

I, the undersigned, hereby confirm that in my official capacity as \_\_\_\_\_ [designation] of \_\_\_\_\_ [name of company] that the Company \_\_\_\_\_ [name of company] has not be involved or convicted of any the following:

- a. any form of fraud or misappropriation, or attempt thereto;
- b. taken measures to defraud
- c. any form of corruption, or an attempt thereto;

Further and in relation to the Tender the Company commits:

- d. to introduce and maintain necessary procedures to prevent, detect and deal with suspected fraudulent activity, corruption or misappropriation;
- e. to report to the School all suspected criminal office concerning any arrangement entered into with the School;
- f. if required, to assist the School in the investigation of suspected criminal office and in the recovery of wrongfully obtained assets concerning an arrangement entered into with the School; and
- g. to ensure employees of the company report any suspicion of any criminal offence.

\_\_\_\_\_  
Name:

Designation:

Name of Company:

Date:

*The School guarantees that any personal data processed within this form shall be in accordance with the requirements of local and EU legislation on data protection in force at the time of the data processing including the General Data Protection Regulation- (GDPR) (Regulation (EU) 2016/679. All the personal data collection in this form will be considered under the classification of 'confidential'. Persons have the right to access and port their personal data, rectify, erase and restrict their personal data and to object to processing in terms of the GDPR.*

--- *End of Document* ---