



San Andrea
School

Request For Proposals (RFP)

Sports Ground and Multipurpose Hall

Request for proposals and offers relating to:

- the finishing off (at cost of offeror) of the San Andrea School 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, and
- the exclusive operation (subject to specified conditions) of the Sport Ground for a period of between 5 - 15 years including the obligation to ensure that the Sports Ground is at all times serviceable and maintained in accordance with manufacturer maintenance protocols and specifications, and/or
- the exclusive operation (subject to specified conditions) of the Multipurpose hall for a period of between 5 - 15 years including the obligation to ensure that the Hall is at all times serviceable and maintained in accordance with manufacturer maintenance protocols and specifications.

Request to be determined on BAFO (Best and Final Offer) terms and subject to post selection negotiated procedure.

1. INTRODUCTION

San Andrea School, hereinafter referred to as the 'School' is inviting proposals from interested bidders to provide the following for the areas better identified on the plan Annex A:

- 1.1. The provision of, and laying of the various surfaces best identified for the activities intended;
- 1.2. Provision of equipment, related electrical and water services;
- 1.3. (Optional) Construction and finishing of adjacent spaces
- 1.4. Upkeep and maintenance of the areas for the duration of the concession.

2. DEFINITIONS AND INTERPRETATIONS

2.1. The following terms when used herein with initial capital letters shall have the respective meanings specified below:

Completion Date	31 st August 2024
Facilities	Means the facilities available within the School Ground including equipment, etc. which will be assigned by the School to the Successful Bidder as indicated in Annex A
Final Acceptance Certificate	means the School's written acceptance of the Works performed under the Contract, after successful commissioning and completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
Other Facilities	TBD between the School and Successful Bidder
RFP or Request for Proposals	The request and offer specified in this document.
School Days	means all school days as defined in Annex B for the current scholastic year and as advised by the school prior to the start of each subsequent scholastic year
School Hours	means all school hours on all School Days, as defined in Annex B

Successful Bidder	Such person selected in terms of this RRP.
Term	5 - 15 years

2.2. Unless the context otherwise requires, references in this Agreement to:

2.2.1. the words “including”, “in particular”, “inter alia” and “such as” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;

2.2.2. words importing the plural shall include the singular and vice-versa; and

2.2.3. words importing the masculine gender include the feminine and neuter genders.

3. BACKGROUND AND SCOPE

3.1. 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 top tier 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.

3.2. During the last year, the School has concluded Phase 1 of the reconstruction of the School’s sports grounds which included the excavation of the area, as well as the supply and laying of backfilling, concrete works, steel reinforcements, drainage, gutter and piping works.

3.3. This Phase 2 of the project is intended to finish off the School’s sports grounds in Annex A, including the provision of, and laying of the various surfaces best identified for the activities intended, provision of equipment, related electrical and water services, construction and finishing of adjacent spaces, including upkeep and maintenance.

3.4. The School wishes to conclude Phase 2 of the project by adopting the following model in conjunction with the Successful Bidder:

3.4.1. The Successful Bidder shall lay the various surfaces best identified for the activities intended, provide the equipment, install related electrical and water services, construct and finish adjacent spaces at his own cost.

3.4.2. The Successful Bidder shall also maintain and repair at its own cost the areas and equipment forming part of the School Ground, including any new equipment which may be added during the Term.

3.4.3. The School will retain the exclusive right-of-use of the Facilities during School Hours on all School Days, as well as on those dates and times indicated as Other Commitments subject to agreement in this regard between the School and the Successful Bidder.

3.4.4. The Successful Bidder may rent out the Facilities to third-parties in all times outside of School Hours except on those dates indicated as Other Commitments, which dates shall be discussed and agreed upon between the School and the Successful Bidder. All revenues generated from such rentals shall be retained by the Successful Bidder. For the avoidance of doubt, any school areas not deemed to be Facilities may not be rented out by the Successful Bidder and shall remain accessible at all times. Any activity organised by the bidder or third-parties, must always conform to the ethos and values of the School and only activities that are considered acceptable in line with the School's ethos and values can take place on school grounds.

3.4.5. The Successful Bidder may install advertising material in agreement with the School, provided that the School reserves the right to instruct the Successful Bidder to remove any advertising materials considered offensive, against public order or morals, containing political messages or connotations, in violation of any law or regulation, or in any other way being against the core values of an educational institution. All revenues generated from such advertising material shall be retained by the Successful Bidder.

3.4.6. The Successful Bidder shall be responsible for all security arrangements during those times when the Facilities are within his responsibility.

3.4.7. The term of the concession is of 5 - 15 years from the signing of the

contract as determined by the School and the Successful Bidder.

3.4.8. At the end of the Term, all laid out surfaces and equipment installed, together with any improvements made within the Facilities, under this agreement shall become the property of San Andrea School and the successful bidder shall not be entitled to any compensation in this regard.

4. VALIDITY OF PROPOSALS

4.1. Proposals submitted by bidders shall remain valid for a period of six (6) months from the final closing date for the submission of Proposals, or, if advised in writing by the School, for an additional period of six (6) months. Failure by any bidder to accept such an additional period may result in the exclusion of such bidder from the process.

5. BID BOND

5.1. Each Proposal must be accompanied by a bank guarantee (hereinafter referred to as the "Bid Bond") in favour of San Andrea School.

5.2. The Bid Bond shall amount to five thousand euros (€5,000.00) and must be valid until the 30th September 2025.

5.3. The guarantee must be issued by a reputable financial institution licensed by the financial regulator in the country where the bidder is registered and who assumes responsibility for claims and payments to the amount as stated above.

5.4. The Bid Bond serves to ensure the bidder's faithful performance of all obligations outlined in this RFP, including but not limited to, renewing the Bid Bond as specified and ensuring that the bidder does not withdraw, modify, or qualify their submission during the Bond's validity period. Additionally, the Bid Bond acts as a guarantee that the bidder, if selected, will enter into the Concession Agreement as required.

5.5. If a bidder defaults on the aforementioned obligations, withdraws, alters, or qualifies their submission during the Bid Bond's validity period, or if the Successful Bidder declines to enter into the Concession Agreement as stated, or fails to provide the required Performance Security later specified in this document, the School reserves the right to invoke the Bid Bond. In such

instances, the Bid Bond amount shall be forfeited to the School as liquidated damages, not as a penalty. The bidder shall have no recourse to contest the forfeiture of the Bid Bond in favour of the School in any court of law.

5.6. If the School notifies a bidder in writing that their submission has not been accepted or has been rejected, the bidder is entitled to have the Bid Bond they provided released and returned to the issuing financial institution within thirty (30) days of such notice being received, even if the Bid Bond's validity period has not yet expired by that time.

6. PERFORMANCE SECURITY

6.1. At the time of signing of the Concession Agreement, the Successful Bidder shall deliver an unconditional and irrevocable bank guarantee (hereinafter referred to as the "Performance Guarantee") in favour of San Andrea School.

6.2. The Performance Guarantee shall amount to fifteen thousand euros (€15,000.00) and must be renewed yearly until six (6) months following the expiry of the Term.

6.3. The guarantee must be issued by a reputable financial institution licensed by the financial regulator in the country where the bidder is registered and who assumes responsibility for claims and payments to the amount as stated above.

6.4. If the Successful Bidder fails to fulfill any of its obligations as outlined in or pursuant to the Concession Agreement, the School reserves the right to utilize the Performance Security. It may draw down an amount or multiple amounts from the Performance Security to compensate, either wholly or partially, for any loss or damage incurred due to such failure. This action is taken without prejudice to any other legal remedies available to the School under law or contract.

6.5. Whenever the School withdraws any amount from the Performance Security, it must notify the Successful Bidder. Subsequently, the Successful Bidder must ensure that within ten (10) days of receiving such notification, the Performance Security is reinstated to its original amount. Failure by the Successful Bidder to reinstate such amount shall be deemed to be a breach of the contract.

7. GENERAL CONDITIONS AND PROCESS

7.1. Timetable

	Date	Time (CET)
Publication of RFP	20 th March 2024	
Site Visit & Clarification Meeting	By 30 th April 2024	
Deadline for the request for any additional information and/or clarifications. Requests will only be entertained if received on finance@sanandrea.edu.mt	5 th May 2024	COB
Last date on which any additional information and/or clarifications are issued on the San Andrea School website at www.sanandrea.edu.mt	10 th May 2024	COB
Deadline for submission of proposals. All documentation shall only be accepted on finance@sanandrea.edu.mt	30 th May 2024	COB

7.2. The School reserves the right to extend any of the above dates.

7.3. The School reserves the right to cancel this RFP and evaluation process at any stage. The School shall inform all bidders 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 this RFP. In such an instance, the School will refund any and all Bid Bonds or guarantees submitted in the process.

7.4. Response or any communication relating to this RFP is to be submitted through email on finance@sanandrea.eu.mt. Any communication through any other communication channel may lead to the disqualification of the bidder.

7.5. Any updates, addenda and/or clarifications by the School will be published on the San Andrea School website <https://www.sanandrea.edu.mt/>. All updates, addenda and/or clarifications made by the School shall be rendered

public and shall be deemed to form an integral part of this document. It is incumbent upon bidders to regularly check the website for the latest updates before submitting their bids.

- 7.6. Late submissions will not be accepted. Evaluation of the proposals received will take place after the closing date. The School will not assume any liability associated with the late submissions of the RFP. All submissions will be dealt with in strictest confidence. Any decision taken by the School in this regard shall be deemed final.
- 7.7. Bidders are to quote the reference number of this request for proposals in all correspondence.
- 7.8. Bidders 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.
- 7.9. In default, and if it is found that any bidder has any undeclared involvement as above described, the School reserves the right to disqualify the bidder and his application.
- 7.10. The School may or may not consider any such connection or involvement as a benefit when making its evaluation of the applications.
- 7.11. The School shall award the RFP on the basis of the Best and Final Offer Award Criteria and reserves the right to award the concession to a bidder who is not necessarily the most economically advantageous proposal but which best addresses, in the opinion of the adjudicating committee, the values and ethos of the School.
- 7.12. The School may, in its absolute discretion change, as deemed necessary in view of circumstances, the basis of, or the procedure of the RFP process.
- 7.13. 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.
- 7.14. The School reserves the right to reject or disqualify a proposal if:
 - 7.14.1. the bidder fails to comply fully with the requirements of the RFP and the information given at the time of proposal is incomplete, or additional requested information is not provided;

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

7.14.3. the bidder has, directly or indirectly, engaged in corruptive, fraudulent, collusive or obstructive practices in competing for a tender or other similar processes undertaken by third parties;

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

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

7.16. 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 bidder demonstrates a lack of ability to perform these tasks. The bidder 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 Concession to any other bidder it deems fit.

7.17. The School may, notwithstanding any provision to the contrary in this RFP, publicise or otherwise disclose, to any third party, information regarding the chosen bidder contract, the identity of bidders (including details of their respective members, but also the financial details of their submission), the RFP process, or the award (including, without limitation, details of costs and fees as awarded) at any time.

8. THE PROPOSAL, REQUIREMENTS AND RESPONSE FORMAT

8.1. The Successful Bidder will enter into negotiations with the School in view of agreeing on a concession agreement in terms of this RFP.

8.2. Proposals shall include:

- 8.2.1. details of Bidder form as a defined in Annex C.
 - 8.2.2. 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,
 - 8.2.3. proposed milestones and timelines and particularly a confirmation and guarantee to complete the works by the 31st August 2024
 - 8.2.4. ideas to enhance and improve the Project,
 - 8.2.5. identify a contact person for the entire project and provide a contact e-mail,
 - 8.2.6. a copy of the third-party insurance cover is to be available prior to the start of any works
- 8.3. The Successful Bidder shall have a minimum of five (5) years related working experience, with previous experience in the provision of such services to a school being considered a plus.
 - 8.4. The Successful Bidder, to be deemed to have the necessary economic and financial standing the bidder, must provide evidence of such standing satisfactory to the School.
 - 8.5. The Successful Bidder shall hold an adequate insurance cover for the value and type of works and services intended and described in this RFP, including any employers' liability. Once the award is given the Successful Bidder must inform the insurer of same and include the School as a joined insured under the policy so that any loss, damage or liability occurred or arising as a result of the works or services is covered or included in the Successful Bidder's policy.
 - 8.6. The Successful Bidder shall maintain an adequate insurance cover to cover any claims made as a result of the use of the Facilities. The Successful Bidder will be expected to maintain a reliable line of communication with the School via the identified contact person.
 - 8.7. The Successful Bidder must abide by the Works Timeline as agreed with the

School.

- 8.8. Works shall only be deemed complete when accepted by the School following a Final Acceptance Certificate is issued by the School.
- 8.9. Responses are to be straightforward, clear, concise and specific to the information requested. In order for submissions to be considered complete, the bidder 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 RFP. The response by the bidder shall clearly highlight any clauses where they cannot meet the requirements. It is therefore assumed that, if the bidder does not highlight non-compliance, the bidder is complying and is able to execute the requests being made in this specification with the highest standard.
- 8.10. 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 bidder may submit any additional documentation, information or promotional material.
- 8.11. The proposal submitted is to be signed by the authorised signatory if the bidder is a body corporate.
- 8.12. The bidder must provide a proposal in Euro (exclusive of VAT and all other applicable taxes) to cover all the requirements of this RFP.

9. THE REQUEST FOR PROPOSALS

- 9.1. The elements of this RFP are the following:
- 9.1.1. Finishing off the San Andrea School Sports Ground, including the provision of the following minimum elements:
- 9.1.1.1. Surfacing of football pitches as identified in Annex A with FIFA approved artificial turf installed in accordance with all required underlay as recommended by turf manufacturer or authorized installer,
- 9.1.1.2. Surfacing of basketball court as identified in Annex A with standard material recommended or acceptable for international competition.

- 9.1.1.3. Surfacing of track area, long jump launch area and all remaining areas of School Grounds areas as per Annex A, with track rubber compound with standard material recommended or acceptable for international competition.
- 9.1.2. All above surfaces shall need to be maintained in order to be kept in top usable condition during the duration of the Concession.
Performance of any repairs shall not occur during School Hours.
- 9.1.3. The School and a successful bidder shall agree to a permissible number of days per annum during the Concession within which any repairs shall be conducted.
- 9.1.4. At commencement of the Concession, the School shall allow for the use of equipment which is currently owned by the School. Any and all equipment required in order to adhere to the requirements of the RFP (apart from that currently owned by the School) shall be provided by the successful bidder at the start and during the duration of the Concession.
- 9.1.5. Laying of required electrical and water services and minimum structural equipment in order to correctly perform the terms of the RFP including but not limited to poles required for holding of netting between pitches and the track/basketball court including the actual separation netting.
- 9.1.6. Upkeep, including, including upkeep and maintenance.
- 9.1.7. Utility bills for the areas relating to the bid will be paid for by the Successful Bidder (School Hours included).
- 9.1.8. The Successful Bidder shall ensure that the areas covered by this RFP are insured against third-party risks in line with the current insurance cover held by the School. Such cover is to remain active at times when the areas are being used by students. The School is to be named as an insured person for cases where the School is sued directly.
- 9.1.9. No equipment can be removed, or alterations made to, the Sports Grounds and facilities unless at the request, or with the written approval of, the School.
- 9.1.10. The Successful Bidder shall also ensure that a person is responsible for the opening and closing of the areas at those times where the

Successful Bidder is responsible for the facilities.

9.1.11. The Successful Bidder is to install access control and CCTV) facilities in order to facilitate and secure the areas. The School is to be given unfettered access to such systems.

9.1.12. During both the RFP stage, as well as during later negotiations with the Successful Bidder, alternative proposals may be proposed in order to enhance the overall project including proposal for use of the Multipurpose Hall on exclusive basis.

9.1.13. Whilst preparing the RFP, bidders are encouraged to propose and discuss with the School the possibility of the introduction of new activities, initiatives or otherwise other ideas which could enhance the overall project.

9.1.14. The bidders are to illustrate how they will ensure safety during the works.

9.1.15. The bidders are to propose a timeline of the works.

9.1.16. The bidders should propose a plan on the marketing strategy of the facilities.

10. GDPR

10.1. The submission of any Personal Data (including any personal data contained in any curriculum vitae) ("Personal Data") shall be provided by the bidder 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 bidder, up to one year following completion of the appointment of the successful bidder and (b) in respect of a successful bidder, up to seven years following completion of the Services. A bidder 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.edu.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.

11. CANCELLATION

11.1. The School reserves the right cancel this RFP process at any time, and the School shall not be held liable for any damages incurred by the bidders, including but not limited to costs incurred in relation to the submission and loss of profits.

ANNEX B – SCHOOL DAYS AND SCHOOL HOURS

1. This annex defines the School Days and School Hours

School Hours

October to June from 07:30 to 16:30

July to September from 07:30 to 14:00

Other commitments - Those dates and times indicated by the School and subject to agreement between the School and the Successful Bidder.

ANNEX C – BIDDER’S FORM

Details of Bidder

Name of Bidder/Joint Venture/Consortium			
Address of registered Office			
E-mail Address			
Tel. Nos.			
Fax Nos.			
Email address			
Mobile Phone No.			
VAT Registration No. (if applicable)			
Date of registration under the Companies Act (if applicable)			
Contact person			
Signature		Date	
ID. Card No.			

Signature:

(person or persons authorised to sign on behalf of the bidder)

Date:.....