



REFERENCE NUMBER: ERDF/01/2025

**PROVISION OF ARCHITECTURAL SERVICES FOR THE
IMPLEMENTATION OF ERDF.03.237: TOWARDS TOMORROW:
ENHANCING SERVICES AND ENRICHING LIVES AT INSPIRE,
MARSASCALA**

This project is being co-financed through Inspire own funds and EU funds.

IMPORTANT:

Date Published: 21st November 2025

Deadline for Submission: 15th December 2025

at 10:30am
CET/CEST

Tender Opening: 15th December 2025

At 11:00am
CET/CEST

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by Inspire Foundation , whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their offer by depositing it in the tender box, located at Inspire Head Office, BLB801, Bulebel, Zejtun, during office hours mainly between 09:00 and 16:30. Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

Note:

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €450,000, excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value

- 1.2 The subject of this tender is the supply of Architectural Services, in connection with the implementation of the project ERDF.03.237: Towards Tomorrow: Enhancing Services and Enriching Lives at Inspire, Marsascala, estimated at approx. €12million, namely but not limited to the design, supervisory, and other responsibilities and duties, which include, but are not limited to, the following:
- Formulation of Client Brief
 - Provision of an Architectural concept based on the ERDF project proposal, acceptance letter and any other official documentation governing ERDF.03.237, including preparation of 3D models and renders, feasibility studies and site analysis;
 - Preparation of Structural design and detailing including any geotechnical investigations, reports, supervision of works, energy performance and sustainability;

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- Preparation of as built drawings on completion of works in both printed format and digital (.dwg Autocad file);
 - Preparation of all Bills of Quantities for both construction and finishing works;
 - Approximate estimate of costs;
 - Compilation and Publishing of all Tender for Works and specification documents, including summary and recommendations, in accordance with the General Rules Governing Tenders for NGOs, including Method Statement of Works;
 - Applications to Planning Authority (PA) including minor amendments;
 - Following through all required PA applications and attending to any correspondence, meetings, requests for information in an expeditious manner;
 - Following through and attending to any applications, clearances, correspondence, meetings, requests for information in an expeditious manner with CRPD, CPD, SCH, BCA, OHSa, ERA, Insurers and any other official bodies;
 - Preparation of emergency exit/evacuation drawings for all rooms and areas;
 - Building Services Systems including design and supervision of works;
 - Interior design and drawings for finishes, turnkey;
 - General supervision of works as necessary, in coordination with contractors and other consultants during the execution of the project;
 - Measurement and certification of all works;
 - Attendance to regular weekly site meetings, and Preparation of Progress reports when requested;
 - Alterations to existing buildings;
 - Creative Hard/soft landscaping, keeping in perspective accessibility reviews and maximisation of space available;
 - Any other work which is of a contingent and/or indispensable nature;
 - all according to normal practice for professional architectural and civil engineering services as listed in the current Periti Act, including amendments and legal notices.
- 1.3 The place of acceptance of the services shall be Inspire Rehab and Wellness Centre, Marsascula (and Inspire Head Office, Bulebel for administrative proceedings) and the time-limits for the execution of the contract shall be 36 months from the last date of signature on the contract.
- 1.4 This is a global price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is INSPIRE FOUNDATION .
- 1.7 This tender is not a reserved contract.

2. Timetable

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	28/11/2025	10.00
Deadline for request for any additional information from the NGO Clarification requests should be addressed to: funding@inspire.org.mt	26/11/2025	12:00noon
Last date on which additional information can be issued by the NGO	05/12/2025	12:00noon
Deadline for submission of tenders Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)	15/12/2025 15/12/2025	10:30 11:00
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Variant Solutions

- 4.1 Variant solutions are not permissible.

5. Financing

- 5.1 This tender is in relation to the project, *ERDF.03.237: Towards Tomorrow: Enhancing Services and Enriching Lives at Inspire, Marsascala* which is co-financed by the European Union, in accordance with the rules of the European Regional Development Fund, and Inspire's own funds.
- 5.2 The Contracting Authority of this tender is INSPIRE FOUNDATION .

6. Clarification Meeting/Site Visit

- 6.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at Inspire Rehab and Wellness Centre in Marsascala to answer any questions on the tender document, which would have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per the General Rules Governing Tendering for NGOs.

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period, are not permitted.

7. Selection and Award Requirements

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section through the ESPD (as applicable) and the necessary documents as follows: ^(Note 2)

- (i) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the Minimum Hourly Workers' Costs Declaration involving the provision of the employees' services. ^(Note 2)
- (ii) Power of Attorney (if applicable) ^(Note 2)
- (iii) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable) ^(Note 2)
- (iv) Information re Joint Venture/Consortium (if applicable) ^(Note 2)
- (v) By submitting an offer, the bidder is confirming that he/she shall provide the Ultimate Beneficiary Owner Sheet upon contract signature.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) ^(Note 2)

- (i) Data Concerning the economic operator is to be submitted by filling Part II of the European Single Procurement Document (ESPD).
- (ii) Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator. ^(Note 2)
- (iii) Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. ^(Note 2)
- (iv) Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). ^(Note 2)
- (v) Economic Operators must declare that they meet the minimum criteria established hereunder by filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. ^(Note 2)
 - a) Suitability ^(Note 2)

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- Economic Operators shall be enrolled in the official register of the Kamra tal-Periti, kept in the Maltese Islands. This information shall be included in the ESPD in question ref no 4A.1 and 4A.1.1.
- Economic operators shall hold authorisation from the same Kamra tal-Periti to perform the service in question. This information shall be included in the ESPD in question reference nos. 4A.2, 4A.2.1 to 4.2.3

b) Financial and Economic Standing^(Note 2)

- The minimum yearly turnover (specifically in the subject matter of the tender) during the past 3 years (being 2022, 2023 and 2024) shall not be less than €400,000 (exclusive of VAT) in total/per year. This information shall be included in the ESPD in question ref no.4B.2

c) Technical and Professional Ability^(Note 2)

- Provide list of services of a similar nature being Architectural Services, effected during the last 3 years (being 2022, 2023 and 2024), the minimum value of which must not be less than €400,000 in total for the quoted period. This information shall be included in the ESPD form in question ref no 4C.1.2.
- Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the ESPD form in question ref no 4C.10.

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding subcontracting is left empty, it will be assumed that no subcontracting will take place (0% subcontracting).

d) Quality Assurance Schemes and Environmental Management Standards^(Note 2)

- Economic operators shall confirm that they would be able to produce certificates drawn up by independent bodies attesting that the economic operator complies with the required quality assurance standards, including accessibility for disabled persons. This information shall be included in the ESPD form in question ref no 4D.1, 4D1.1 and 4D.1.2.
- Economic operators shall confirm that they would be able to produce certificates drawn up by independent bodies attesting that the economic operator complies with the required environmental management systems or standards. This information shall be included in the ESPD form in question ref no 4D.2, 4D.2.1 and 4D.2.2. To support this confirmation, the economic operator is to give details of the

environmental management measures, which will be used when performing the contract, in question ref no 4C.7.

(vii) Concluding statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD). ^(Note 2)

(C) Technical Specifications

(i) Tenderer's Technical Offer in response to specifications. ^(Note 3)

Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs ^(Note 2)

The successful bidder is required to assure service delivery of all activities through a team comprising Key Experts, including:

1. Team Leader/Project Manager: Minimum qualifications include an academic qualification in project management at MQF Level 6;
2. Architect/Perit: must possess a valid practicing warrant as Periti Act Chapter 622
3. Structural Engineer: as with the architect, requires a professional warrant to practice in Malta;
4. IT Engineer: must have a valid practicing warrant under the Inginiera Act;
5. Building Services Engineer: charged with HVAC and energy-efficient solutions design;
6. Quantity Surveyor: must hold qualifications in quantity surveying at MQF 6;
7. Site Technical Officer: must be a registered profession in compliance with local legislation;
8. Land Surveyor: requires certification in land surveying.

Tenderer's Technical Offer (Note 3)

(D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; ^(Note 3)
- (ii) A financial offer is to be submitted by filling in **Financial Bid Form/Bill of Quantities**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)**²⁰²⁰ **(Grand Total)** for the **services** tendered. ^(Note 3)

Notes to Clause 7:

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

8. Tender Guarantee (Bid bond)

- 8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

- 9.1 The contract will be awarded to the bidder submitting the lowest priced offer, on the condition that the bidder satisfies all the above administrative and technical selection criteria.

SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part IX of the Public Procurement Regulations - S.L. 601.03

Appeals from decisions taken after the closing date for the submissions of an offer (applicable to procurement where the estimated value meets or exceeds Euro5K)

270. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

Article 2: Notices and Written Communications

- 2.4 The Contracting Authority is INSPIRE FOUNDATION, BLB 801, Bulebel Zejtun ZTN3000, Tel No (+356) 2092 8100. The contact person on this tender is Ms Carmen Dalli, Funding Consultant, who can be contacted by email on funding@inspire.org.mt

All communication between Contracting Authority and prospective bidders is to be made in writing, by email, to the above email address. Replies to any queries will be given during the Clarification meeting, and Minutes of this meeting shall be uploaded on the same platforms, where the tender is published.

- 2.5 The contract is made up of the following documents, in order of precedence:
- (a) the signed agreement;
 - (b) the Special Conditions;
 - (c) the General Conditions;
 - (d) the Contracting Authority's Terms of Reference;
 - (e) the Contractor's technical offer, and the design documentation submitted by the Contractor (drawings);
 - (f) the financial bid form (after arithmetical corrections if any)/ breakdown;
 - (g) the tender declarations in the Tender Response Format;
 - (h) any other documents forming part of the contract.

Addenda have (including clarifications/rectifications at evaluation stage) the order of precedence of the document they are modifying.

Article 5: Supply of Information

- 5.1 As per General Conditions.

Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

Article 7: General Obligations

- 7.1 The economic operator shall provide a General Environmental Plan, details of which are outlined in *the Technical Offer: General Environmental Plan*
- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority until the original performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exc VAT, and 10% where the amount of the total contract value is €500,000 or above. Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.
- 7.15 The Performance Guarantee will be released once all works covered by these services for the purpose of implementing the project, ERDF.03.237: Towards Tomorrow: Enhancing Services and Enriching Lives at Inspire, Marsascalea are finalised and certified.

Article 13: Medical, Insurance and Security Arrangements

- 13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

- 14.3 As per General Conditions.

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in [Section 4 \(Terms of Reference\)](#).

Article 16: Personnel and Equipment

- 16.4 As per General Conditions.

Article 18: Execution of the Contract

- 18.1 The Commencement Order shall be issued not more than 60 days from the date of the last signature of the contract and performance of the contract shall commence not later than 15 calendar days from receipt of afore-mentioned Commencement Order.
- 18.2 The performance period shall be for the whole duration of implementation of ERDF.03.237 project ERDF.

Unless where otherwise stated, should the period of execution of on-site works be extended for any reason, the period of execution of the present contract shall be extended accordingly.

Article 19: Delays in Execution

19.2 As per general conditions.

~Article 20 Modification of the Contract

20.5 The percentage allowed as modification for repetition of, and/or additional services shall not exceed 5% of the original contract price.

Article 24: Interim and Final Progress Reports

24.1 Further to the provisions of the General Conditions, monthly progress reports are to be submitted to the Project Steering Committee, in the format requested by this same Committee, once established.

Article 26: Payments and Interest on Late Payment

26.1 This is a global-price contract.
The Contracting Authority is bound to procure 80% of the awarded Contract Value
No pre-financing payment shall be done before the commencement of services.

Payment Schedule

Narrative	Percentage (%)
Pre-financing Payment	None
Interim Payments	Payments shall be set against the following main deliverables, substantiated by interim reports: 15% on approval of architectural designs; 5% on compilation of Tender for Works; 10% on completion of 1 st phase of infrastructural works; 10% on completion of 2 nd phase of infrastructural works; 10% on completion of 3 rd phase of infrastructural works; 30% on completion of interior finishes; 10% on completion of outside area and landscaping.
Balance	The 10% balance of the contract value stated within 30 days of the approval by the Contracting Authority. A final progress report shall accompany the final invoice. Such approval or rejection may not be delayed by more than 30 days.
TOTAL	100%

26.2 As per General Conditions.

Article 27: Pre-Financing Guarantee

27.2 Not applicable.

Article 30: Revision of Prices

30.1 As per General Conditions

30.5 No additional payment shall be due, over and above that stipulated in the awarded contract value, for the carrying out of any measurements on works executed.

Article 40: Compliance with local Employment Regulations

40.1 The Contractor shall be bound to conform and comply with the Employment and Industrial Relations Act (CAP 452), its Subsidiary Legislations (including the Employment Agencies Regulations S.L. 452.130), and any other subsequent Legal Notices that may come into force, as well as any other national legislations, regulations, standards and codes of practice, in force during the execution of the contract, as applicable to the Contractor's particular operating situation and nature of activities.

SECTION 4 - SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders, at tendering stage, to prove that the standards, brands or labels they quoted are equivalent to the standards requested by the Contracting Authority.

1. Background Information

1.1 - Beneficiary Country

Malta.

1.2 - Central Government Authority

Department of Contracts.

1.3 - Contracting Authority

INSPIRE FOUNDATION

1.4 - Relevant Country Background

Inspire Foundation has been providing services to persons with disability since the merger of the Eden Foundation and *ir-Razzett tal-Hbiberija* in 2009. The services that are offered range from recreational activities, educational programmes and therapeutic services for children and adults with intellectual, developmental and physical disabilities.

The Architectural Services that Inspire Foundation, the contracting authority, is seeking to procure from potential economic operators shall serve to ensure the most efficient and effective way of implementing a project, co-funded through the European Regional Development Fund (ERDF) programme.

The project will target one of the recommendations made by the UN Convention on the Rights of Persons with Disabilities (CRPD) Committee to Malta in 2022. Article 19 makes reference to “ensure that all projects supported by public funds are carried out in a community setting, do not contribute to isolation of persons with disabilities, are monitored by organisations of persons with disabilities and are provided with sustainable continuous funding”. As part of its work, Inspire Foundation has always looked at providing community social care and with the expansion of its premises, it will look to expand on this service.

1.5 - Current State of Affairs in the Relevant Sector

The project *ERDF.03.237: Towards Tomorrow: Enhancing Services and Enriching Lives at Inspire, Marsascala*, estimated at approx. €12million, will also target the “*Enhancing capacity for treatment and care in the community*” priority mentioned in the UN strategy. One of the main qualities of the current services provided by Inspire are at grassroots level and very close to the community. This component of community-based care services also targets principles in the “*Union of Equality: Strategy for the Rights of Persons with Disabilities 2021-2030*”. It will target the objective related to “*Developing Independent Living and reinforcing community-based services*”, which represents one of the priorities of the EU, on the way the future of care services should develop.

According to data provided by Eurostat in 2022, the percentage of persons with disabilities in Malta, over the age of 16 stood at 15.1%. Though this is amongst the lowest in Europe, many persons with disability in Malta are at risk of a number of different challenges ranging from inequality to risk of poverty. The latter in Malta was 22.2.% compared to 12.8% for other persons. This is quite a significant discrepancy which unfortunately is not being addressed. The project will look to target this discrepancy in particular through the improvement of the educational services provided.

Persons with disabilities are more often than not discriminated when it comes to obtaining gainful employment opportunities. According to statistics provided by the NSO in Malta, there were 240 registered unemployed persons in 2023 who had some form of disability. This number has been somewhat constant over the last three years, with the average in 2021 and 2022 being 258 and 221 persons respectively. This highlights the need for the continual upgrading of skills of persons with disability and also providing them with a space to get the right type of care and therapy to further improve their lives and educational attainment, in the prospect of eventually obtaining skills which will enable them to join the workforce and live a more independent life.

1.6 - Related Programmes and Donor Activities

Inspire is working towards overcoming the current barriers in disability service provision - whilst also acknowledging the need for research and innovation that takes into account the local scenario together with the development of new methods of service provision that lead to more inclusion and integration within the community!

In this respect, the project that Inspire shall be implementing, focuses on the enhancement of its rehabilitation and therapeutic complex in Marsascala. It will enable Inspire to enhance the capacity of a number of different programmes and therapies which it currently implements, which include the following:

- **Day Care/Respite Specialised Programmes**, targeting persons with profound multiple learning disabilities and provide individuals with the opportunity to live a more fulfilling and engaging way. These include activities such as creative arts therapies, movement sessions, interactive games and personal care training;
- **Early Intervention Programmes**, targeting children between the ages of 4 and 7 having been diagnosed with Autism Spectrum Disorder (ASD);
- **School Outreach Programmes**, designed to target learners who attend mainstream schools (primary and secondary) presenting any type of disability and/or behaviour;

- **Teenager and Adult Programmes**, on a very limited scale due to lack of space, offering social and communication support, life and employability skills and support academic success;
- **Multi-sensory and technological facilities**, which support individuals with sensory processing disorder, educative experiences and interactive opportunities with the aim of promoting intellectual activity and encourage connections to different stimuli;
- **Disabilities and Family Support Centre**, aimed at catering for the ancillary needs of families, caregivers and professionals working with people with disabilities.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objectives of the project on which the Contract for Architectural Services, will work on, are as follows:

- To enhance the community-based care that is provided by Inspire, through the development of an Educational & Community Hub, by June 2028;
- To improve the services that are offered by Inspire through the provision of new recreational, educational and therapeutic programmes for persons with disabilities, within the first year of operations;
- To enhance the impact of the programmes that Inspire provide to target 440 persons with disabilities through the new facilities, within the first year of operations.

2.2 - Specific Objectives

The objectives of this contract [which are not necessarily those of the project] are as follows:

- To create an innovative and creative architectural concept and designs for the planned Educational & Community Hub in Marsascula;
- To compile a Tender for Works for the purpose of creating the designed infrastructure;
- To supervise, coordinate and manage the infrastructural and landscaping works;
- To ensure that the new building will provide an inclusive, improved and modern space for persons with disability

2.3 - Results to be achieved by the Contractor

1. An Innovative and creative Educational & Community Hub;
2. An improved, modern space enabling an increase in care facilities for persons with disabilities;
3. Inclusion of new facilities, allowing for the Improvement of current, and introduction of new, services and specialised programmes.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

Assuming that the procurement procedure for this Contract and for the subsequent “Tender for Works” respects all the regulations governing public procurement, and does not result in unnecessary delays following the evaluation process.

Assuming that the project implementation will be substantially financed through ERDF funding mechanism, while Inspire Foundation has made all necessary financial projections and plans on ways and means to cover the co-financing element under the same mechanism.

Assuming that Inspire is at an advanced stage with the relevant permit from the Planning Authority and is also collaborating with ERA for any environmental permits and assessments which might be required for the ERDF project.

3.2 – Risks

Procurement - Given the challenges that this process can pose due to a number of potential factors, which might effect the whole process, Inspire has attempted to start the procurement process as early as possible in order to ensure sufficient time to make up for any such gaps in the planned timelines for the project implementation.

Financial - late receipt/payment of funds from the Grant can potentially cause financial capacity limitations to cover the sustainability of the operation. Inspire Foundation already has the necessary resources to cover the staff and maintenance costs of these operations.

Legal - necessary permits from PA, ERA and/or any other authoritative body take longer than expected to be issued!

4. Scope of the Work

4.1 – General

4.1.1 Project Description

The focus of these Terms of Reference is on the procurement of Architectural Services, crucial for the implementation of the ERDF project ref no *ERDF.03.237: Towards Tomorrow: Enhancing Services and Enriching Lives at Inspire, Marsascula*. The selected economic operator shall be responsible for all the main tasks, commencing from the concept and design of an Educational and Community Hub to the compilation of the Tender for Works, including M&Es and internal finishings, project management and commissioning of all completed tasks on the designed infrastructure.

Inspire Foundation was granted funds from the ERDF funding mechanism after submitting a proposal for the re-development of its facilities at its Marsascala rehabilitation premises. The investment will focus on improving the facilities that are already in place at these premises with the aim of enhancing the services that it currently provides. In addition to strengthening its current services, Inspire will also look to expand into new services that will benefit its service users and their families. This will focus on creating recreational, educational and therapeutic facilities that will support its programmes.

The services, outlined in section 1.6 above, will be enhanced and made possible through the provision of a new space where these can be implemented and thus cater for more persons with disability and also provide an improved and modern space. Further to this though, the project will allow for the inclusion of new facilities, enabling the introduction of new services, including:

- A reception area, welcoming service users, families and external parties;
- Staff rooms/areas;
- Multipurpose rooms;
- Group rooms and classrooms for sessions;
- Creative Arts Therapy rooms;
- An expressive Arts Room, for visual arts and drama;
- A fully equipped music room;
- Language and assistive technology labs x 2;
- A science lab (adapted for children with disability including autism);
- A research lab;
- Areas dedicated to the provision of different animal therapies;
- Multisensory rooms offering “immersive experience”, highly beneficial for persons with physical, cognitive and sensory disabilities.
- An outdoor play area with trampoline, climbing structure and swings;
- A Media room, including audio-visual tools;
- Wet/messy playrooms x 2;
- A multipurpose Hall for educational events;
- Hydrotherapy rooms, beneficial for persons with multiple sclerosis and cerebral palsy and other disabilities;
- A dedicated area for vocational training including a kitchen area, cafeteria, laundry, hotel room, post office and shop simulation areas and occupational workshops.

The inclusion of a space for families within this project is of great importance. It is important to note that more often than not family members are a primary source of support for persons with disabilities, especially children and youths. This care, more often than not, also continues into adulthood and as a result it is important that any care that is provided, takes into consideration the needs of their families.

The new facilities will allow Inspire to expand further on its services, not only improving the quality of these services but also increase the number of persons that it can assist. Currently Inspire offers a service and support to 1500 persons per year through all its current facilities.

The development will strictly adhere to local building codes and international accessibility standards. Designs will comply with the UN Convention on the Rights of Persons with Disabilities, ISO 21542, the "Access for All" guidelines (KNPD, 2011,) and the Model to Design Healthy and Inclusive Spaces (Berta Brusilovsky Filer) to ensure sensory and cognitive accessibility as well as physical. These standards ensure that the facility is fully accessible, providing seamless navigation and usability for individuals with various physical, sensory, and cognitive disabilities. By maintaining these high standards, the project will serve as a benchmark for accessible design and will contribute to the advancement of inclusive architecture.

4.1.2 *Geographical Area to be covered*

Marsascala, Malta

4.1.3 *Target Groups*

Persons with disabilities

4.2 - Specific Activities

The specific activities related to this tender **ERDF/01/2025: Provision of Architectural Services for the implementation of ERDF.03.237: Towards Tomorrow: Enhancing Services and Enriching Lives at Inspire, Marsascala**, include, but are not limited to, the following

- By not later than end of January 2026, Presentation to the Board of Directors of the **Architectural Concept** based on the project proposal, acceptance letter and any other official documentation governing ERDF.03.237, together with:-
 - Formulation of Client Brief
 - Preparation of 3D models and renders, feasibility studies and site analysis;
 - Preparation of architectural & structural design and detailing including construction drawings, any geotechnical investigations, reports, supervision of works, energy performance and sustainability, ensuring compliance with local legislation and requirements;
 - Preparation of as built drawings on completion of works in both printed format and digital (.dwg Autocad file);
 - Preparation of all Bills of Quantities for both construction and finishing works;
 - Approximate estimate of costs;
 - Applications to Planning Authority (PA) including minor amendments;
 - Following through all required PA applications and attending to any correspondence, meetings, requests for information in an expeditious manner;
 - Following through and attending to any applications, clearances, correspondence, meetings, requests for information in an expeditious manner with CRPD, CPD, SCH, BCA, OHSa, ERA, Insurers and any other official bodies;
 - Obtaining all necessary clearances before commencement of works from the Building Construction Authority (BCA) including all necessary preparation of all documentation for the scopes of 'Avoidance of Damage to Third Party Properties' as required;
 - Working drawings and specifications;
 - Any amendments to ensure compliance with all building legislation.

The design team shall also ensure that the development is fully compliant with the Access for All Design Guidelines with special consideration given to:

- i. Orientation points and respective signage
 - ii. Access routes and entrance doors
 - iii. Ramps, and steps
 - iv. Railings along any steps, stairs or ramps
 - v. Changes in floor levels
 - vi. Seating
 - vii. Materials and surface finishes
- By not later than the end of March 2026, Compilation and Publishing of all Tender for Works and specification documents, including summary and recommendations, in accordance with the General Rules Governing Tenders for NGOs, including Method Statement of Works;
 - Infrastructural works;
 - Building Services Systems (M&E, IT, HVAC, Fire Safety, etc);

- Alterations to existing buildings;
- Interior design and drawings for finishes, turnkey;
- Creative Hard/soft landscaping, keeping in perspective accessibility reviews and maximisation of space available;

The CA shall have the right to review the documents and demand amendments as necessary prior to proceeding with the issuance of any tender documentation.

- Throughout the whole duration of execution of the ERDF project, which must be launched by June 2028:
 - Preparation of a Programme of Works, Financial and Disbursement Plan (based on Art 26.1 of the Special Conditions), establishing the key milestones and project targets and deadlines;
 - Project Management and general supervision of works as necessary, according to, but not limited to, health and safety measures and building regulations.
 - Participating in, and reporting to, the Project Implementation Committee (PIC) Meetings and/or any other technical committee meetings, as required;
 - Preparation of emergency exit/evacuation drawings for all rooms and areas;
 - Building Services Systems including design and supervision of works;
 - Interior design and drawings for finishes, turnkey;
 - General supervision of works as necessary, in coordination with contractors and other consultants during the execution of the project;
 - Alterations to existing buildings;
 - Creative Hard/soft landscaping, keeping in perspective accessibility reviews and maximisation of space available;
 - Certifying measurements and provision of costings for the purpose of processing payments to contractors on a quarterly basis. When the supervisor issues a certificate, he/she must be satisfied that relevant, reliable and sufficient evidence exists that:
 - the tasks have been properly performed; and
 - the amounts claimed by the contractor(s) have actually and necessarily been incurred in accordance with the requirements of the contract he/she is supervising.
 - Attendance to regular weekly site meetings, and Preparation of Progress reports when requested;
 - Submitting Interim and Final reports, accompanied by invoices, as stipulated in Art 26.1 of the Special Conditions (referred to as well in Article 7.1 of these Terms of Reference);
 - Any other work which is of a contingent and/or indispensable nature, all according to normal practice for professional architectural and civil engineering services as listed in the current Periti Act, including amendments and legal notices.

Particular attention shall be given to ensuring the sustainability and dissemination of project results. In this respect, the economic operator must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project through ERDF funding mechanism.

4.3 - Project Management

4.3.1 Responsible Body

INSPIRE FOUNDATION is the final beneficiary, which will be responsible for managing the contract/project.

4.3.2 *Management Structure*

Given the scale, complexity, and public accountability of this initiative, the Contracting Authority recognised the importance of having a strong in-house governance structure, essential for ensuring that the project is delivered on time, within budget, and to the highest quality standards.

The following Committees have been established under this framework in order to provide clear oversight, decision-making, and accountability mechanisms. They shall cover all critical aspects of project delivery as follows:

- a. Project Steering Committee (PSC) - strategic direction;
- b. Project Implementation Committee (PIC) - implementation;
- c. Finance Committee (FC) - financial control;
- d. Procurement & Tendering Committee (PTC) - procurement processes;
- e. Technical Advisory Committee (TAC) - technical review and assurance;
- f. Risk & Compliance Committee (RCC) - risk and compliance;
- g. Stakeholder & Communications Committee (SCC)

4.3.3 *Facilities to be provided by the Contracting Authority and/or other parties* Not applicable

5. *Logistics and Timing*

5.1 - Location

Inspire Rehab and Wellness Centre, Marsascala

5.2 - Commencement Date & Period of Execution

The intended commencement date and the period of execution of the contract will be 36 months from this signature on contract.

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

6. *Requirements*

6.1 - Personnel and Key Experts

6.1.1 *Other Experts*

Version 1.6 NGO procurement document

No CVs for experts, other than the key experts, are to be included in the bid. They will not be examined prior to the signature of the contract.

The awarded Economic Operator shall select and hire other experts as required according to the profiles identified in the Technical Offer and/or these Terms of Reference.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Economic Operator to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

6.1.2 *Support Staff and Backstopping*

As appropriate.

6.2 – Accommodation

Office accommodation, of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Economic Operator.

6.3 - Facilities to be provided by the Economic Operator

The Economic Operator shall ensure that experts are adequately supported and equipped. In particular, it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

7. Reports

7.1 - Reporting Requirements

Interim progress reports, accompanied by a corresponding invoice, must be prepared according to the schedule of deliverables as per Art 26.1 of the Special Conditions, for the period of execution of the contract.

A final progress report and final invoice must be prepared at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that these interim and final progress reports are additional to any required in Article 4.2 of these Terms of Reference.

7.2 - Submission & Approval of Progress Reports

One copy, in soft and hard format, of the progress reports referred to above must be submitted to the Project Implementation Committee (PIC) identified in the contract. The progress reports must be written in English. The PIC is responsible for approving the progress reports.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

Preparation of designs, plans, drawings, applications, reports and any other work that may be required by any authority authorized to approve or judge such applications - within 4 weeks from Commencement Letter

Preparation of tender documents including the Bill of Quantities, for the execution of works
Preparation of documents to the BCA (including but not limited to method statements, responsibility forms, condition reports if required) - within 3 weeks from acceptance of designs by PIC.

Ensure that the Contractor carrying out the works complies with the contract provisions and for such purpose the Architect and Civil Engineer shall provide such supervision as to ascertain that the progress of, and the quality of the work being undertaken is in accordance with the said contract provisions - ongoing, according to service exigencies.

Assume responsibility for the provision of the basic administration for the execution of the works and shall ensure that the progress and the quality of the work is in accordance with the contract provision regulating the contractor. - ongoing.

Evaluate and certify the work undertaken and the correctness of the amount due and that the work complies with the relevant contract provisions - within two weeks from the completion of works.

Provide a detailed measurement of works - within two weeks from the completion of works.

Represent the Contracting Authority in relation to any contract of works being managed and all decisions taken by him shall be in accordance with the provision of the contract documents relative to the works to be executed - ongoing, as indicated by the CA and according to the exigencies of the service.

Co-operate with and advise the Contracting Authority and the relevant Contractors on technical matters if required - as requested, according to the exigencies of the service.

Certify the partial or full completion of work specified in each Contract - ongoing.

Bring to the immediate attention of the CA any infringements or omissions to the Contracts by the relevant Contractors. The Lead Architect and Civil Engineer shall also recommend remedial actions - ongoing

8.2 - Special Requirements

Not applicable

SECTION 5 - SUPPLEMENTARY DOCUMENTATION

5.1 - Draft Contract Form

5.2 - Glossary

5.3 - Specimen Performance Guarantee

5.4 - General Conditions of Contract

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

www.etenders.gov.mt

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

4.8 - General Rules Governing Tendering for NGOs

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of www.etenders.gov.mt).