

Closing Date:	08/06/2011	11:00am
Our Reference:	T12/2011	



Call for Tenders:

**PROVISION OF A WORKFORCE AUDIT AND AN
ORGANISATIONAL STRUCTURE REVIEW TO
THE MALTA ENVIRONMENT AND PLANNING
AUTHORITY**

Tender Document:

This is available for download free of charge from:
www.mepa.org.mt

Terms of Reference

1. SCOPE

The Malta Environment and Planning Authority is inviting reputable firms or individuals, from hereon referred to as the interested bidders, to carry out a Workforce Audit and an Organisational Structure Review at the Malta Environment and Planning Authority, from hereon referred to as the Authority, this including the following:

- a. An understanding of the responsibilities and functions of the Authority;
- b. An evaluation of the work functions that are performed in order to fulfil these responsibilities and functions;
- c. An assessment of the staffing levels, potentials, capacity optimization, career development and succession planning, required to accomplish the work functions, highlighting any discovered weaknesses and any recommended improvements;
- d. A critical review of the organizational structure of the Authority and any recommendations to enhance the efficiency and effectiveness of the Authority;
- e. The assignment of a qualified consultant who will be overall responsible for the management, conduct and timely completion of the assignment; and
- f. The submission of a detailed report upon completion of the assignment, showing the findings and recommendations.

The successful bidder is expected to give an engagement letter indicating the details of the services he would be providing.

2. ORGANISATION OVERVIEW

The Malta Environment and Planning Authority is the national agency responsible for land use planning and environmental regulation in Malta. The Authority is also responsible for the implementation of around 200 Directives, Decisions and Regulations under the EU Environmental Acquis.

In addition, the Authority acts as the national focal point under a number of international environmental conventions and multilateral agreements, including the Aarhus Convention on access to information, public participation in decision-making and access to justice in environmental matters. The Authority employs 450 personnel from a wide range of backgrounds to help solve and shape our country's environmental and land-use issues.

The Authority's operational functions and responsibilities are carried out by the work of six main structures, namely:

The Planning Directorate processes development applications, policy development and plan making, transport planning and research. 152 employees work in this Directorate.

The Environment Protection Directorate, comprising 107 employees, advises Government on environmental standards and policies draws up plans and provides a licensing regime to safeguard and monitor the environment and controls the activities having environmental impact.

The Enforcement Directorate, with a complement of 49 officers, is responsible for monitoring and compliance of both planning and environment.

The Directorate for Corporate Services is responsible for Human Resources, Information Technology, Mapping and Land-surveying, support services and Finance. 106 employees work in this Directorate.

The Chairman's Office, with a complement of 30 employees, is responsible for providing the framework within which the MEPA Board together with the Commissions and Committees

operate. The secretariat is the point of reference for issuing and communicating the Board's and Commissions' decisions and in this context is a primary point of contact for ministries, departments and agencies as well as the general public. The Communications Office and Complaints office are an integral part of the function of this office.

The Office of the Chief Executive is responsible for developing the necessary strategies to ensure that the Authority meets its objectives and targets as outlined through the MEPA Reform.

3. TIME FRAMES

The first draft of the report to be ready for distribution to the Board of Directors within four weeks from the signing of the engagement letter.

4. EQUIPMENT

Any hardware, software or equipment required for this exercise shall be procured at the expense of the selected bidder.

5. REPORTING

The selected bidder shall report to the MEPA's Director Corporate Services.

6. PAYMENT

Payment will be affected within thirty (30) days of invoicing after the acceptance of the final report by the Malta Environment and Planning Authority.

7. SUBMISSION REQUIREMENTS

Interested bidders are to submit their proposals including:

- a) A corporate profile of the bidder, including services offered, experience in the specific area and credentials for undertaking the exercise and a list of public sector audit clients.
- b) A complete and comprehensive proposal detailing the methodology that will be used for this assignment, indicating the projected hours and number of personnel that will be allocated to the assignment, including dates and milestones.
- c) Brief profiles of the key personnel that will work on this project including qualifications and professional experience of each individual. Personnel chosen for this task must be very conversant with the operation of the Authority across all Directorates.
- d) A financial proposal in Euro (inclusive of VAT and all other applicable taxes) indicating a lump sum to cover all the requirements of this assignment.

Participants in this Tender must observe the following:

- Submissions are made strictly in accordance with this document.
- Additional material, brochures 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 bidder shall indicate it accordingly, without prejudice to the right of the Authority to disqualify bidders that do not provide the required information.
- The proposal submitted is to be signed by the candidate's authorised signatory with evidence of such authorisation.

- The proposal must be drawn up in English
- The Authority may invite bidders to supplement or clarify the documents they submit.

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

The offer should be deposited in sealed envelopes entitled '**Provision of a Workforce Audit and an Organisational Structure Review to the Malta Environment and Planning Authority**' and referenced '**T12/2011**' to the tender box at the MEPA premises in Floriana, by Wednesday 8th June 2011 before 11.00a.m. A soft copy of the tender offer should be provided within the sealed envelope. Any technical questions concerning this call for tenders should be addressed to the Director of Corporate Services, Ing Ray Piscopo on email ray.piscopo@mepa.org.mt by not later than Friday 3rd June 2011.

Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Contracting Authority (<http://www.mepa.org.mt/info-tender>). Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

Late or incomplete submissions will not be considered. Diversion from the specification will render the offer null and void.

8. CRITERIA FOR THE EVALUATION OF OFFERS

The offers will be evaluated on the basis of the most economically advantageous tender approach. The following criteria will be used in the evaluation of submissions:

<u>Evaluation Criteria</u>	<u>Percentage</u>
List of HR consultancy clients	5%
Key personnel profile	20%
All-encompassing proposal which addresses all requirements including methodology and time allocation	75%
Total	100%

The total attainable score is 100 points. To be considered for this contract, bidders must score at least 65 points.

The contracting authority shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

The Most Economically Advantageous Tender (MEAT) is established by weighing technical quality against price on a [80/20] basis respectively. This is done by multiplying:

- the technical scores awarded to the offers by 0.80
- the financial scores awarded to the offers by 0.20

MEPA reserves the right to refuse any offer, even the most advantageous.

CONTRACT AGREEMENT

The Malta Environment & Planning Authority at St. Francis Ravelin, Floriana, Malta, (hereunder referred to as "MEPA") represented by Ing. Ray Piscopo, Director of Corporate Services on the one part

and

_____ (hereunder referred to as "the Consultant") represented by _____ on the other part,

have agreed as follows:

1. The Services

The Consultant agrees to perform the Services as detailed in Appendix 1 (Terms of Reference) to this Contract Agreement.

In performing the Services, the Consultant shall provide the necessary skills, care and diligence to the satisfaction of MEPA.

2. Sub-contracting

The Consultant shall not assign, transfer or sub-contract any part of this Contract Agreement, without the prior permission of MEPA.

Any assignment, transfer or sub-contract entered into, shall not exonerate the Consultant from any of his obligations or duties under the Contract Agreement.

3. Contract Period

The Consultant shall perform the Services within the time period specified in Appendix 1, subject to any changes arising from clause 7 (Variations) and/or clause 8 (Delays).

4. Property

All property issued by MEPA to the Consultant in connection with this Contract Agreement shall remain the property of MEPA, and shall be used in the execution of the Contract Agreement, and for no other purpose whatsoever without the prior approval of MEPA.

The Consultant shall keep all MEPA property in safe custody and good condition, set aside and clearly marked as the property of MEPA.

On expiry or earlier termination of the Contract Agreement the Consultant shall, if so required, either return such property to MEPA or otherwise dispose of it as instructed by MEPA.

5. Materials

The Consultant shall be responsible for establishing his own sources of supply for goods and materials. The Consultant shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of MEPA or any representative of MEPA.

6. Security

The Consultant shall be responsible for the security of all goods and equipment belonging to MEPA and used by the Consultant in the provision of the Services, belonging to the Consultant, or Consultant's staff, or sub- Consultants whilst on MEPA premises.

7. Variations

MEPA may vary the Contract Agreement by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Consultant.

The value of any such variation shall be valued at a fair and reasonable rate agreed between MEPA and the Consultant.

Where a variation is the result of some default or breach of the Contract Agreement by the Consultant or some other condition for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Consultant.

The Consultant may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by MEPA.

8. Delays

Should, at any point, the Consultant become aware of any circumstance outside its control that may significantly delay the performance of the contract and the agreed workplan of activities, the Consultant shall immediately notify MEPA in writing of the anticipated delay, and as far as this may be feasible, suggest an alternative approach to reaching the agreed deliverable within the timeframes stipulated. In exceptional and duly justified circumstances, the Consultants may propose an extension of the originally agreed output as per Clause 7 (Variations) above for MEPA's consideration.

9. Default

The Consultant shall be in default if he:

- a) fails to perform the Contract Agreement with due skill, care, diligence and timeliness;
- b) refuses or neglects to comply with any reasonable written instruction given by MEPA;
- c) is in breach of the Contract Agreement.

Where in the opinion of MEPA, the Consultant is in default, MEPA may serve a notice giving at least seven days in which to remedy the default.

If the Consultant fails to comply with such a notice MEPA may, without prejudice to any other rights or remedies under the Contract Agreement, take over for as such a period as is necessary the performance of the relevant part of the Contract Agreement and make other arrangements for its completion. Any extra costs arising from this action will be paid by the Consultant or deducted from any monies owing to him.

10. Termination

MEPA may immediately, without prejudice to any other rights and remedies under the Contract Agreement, terminate all or any part of the Contract Agreement by notice in writing to the Consultant, if the Consultant:

- a) fails in the opinion of MEPA to comply with (or take reasonable steps to comply with) a notice under Clause 9 (Default);
- b) becomes bankrupt or insolvent, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation.

11. Liability

Without prejudice to MEPA's remedies for breach of Contract Agreement, the Consultant shall fully indemnify MEPA and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:

- death or injury to any person;
- loss or damage to any property excluding indirect and consequential loss;
- infringement of third party Intellectual Property Rights;

Which might arise as a direct consequence of the actions or negligence of the Consultant or his staff or agents in the execution of the Contract Agreement.

This clause shall not apply where the damage, injury or death is a direct result of the actions, or negligence of MEPA or its staff.

Neither party to the Contract Agreement will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract Agreement because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract Agreement and the time for performance of the affected obligation will be extended by a reasonable period.

12. Payment

The contract value of this tender is € _____ (excluding VAT).

Payment corresponding to 100% of the contract value will be made within 45 days from the receipt of an invoice submitted upon MEPA's written acceptance of the completion of the services stipulated in this tender.

13. Intellectual Property Rights

Any data, reports or materials generated by the Consultant as part of the provision of Services under this Contract Agreement shall become the property of MEPA, unless agreed otherwise in writing between MEPA and the Consultant, in accordance with clause 7 (Variations) by means of an addendum to this Contract Agreement.

The Consultant warrants to MEPA that the performance of the Services, shall not in any way infringe any Intellectual Property Rights belonging to any third party and shall fully indemnify MEPA against all actions, claims, costs, charges, expenses and liabilities of whatsoever nature arising from or incurred by reason of any infringement, or alleged infringement.

The Consultant shall not be liable under this Clause if such infringement arises from the use of any design, technique or method of working provided by or specified by MEPA.

If the Consultant is prevented from carrying out his obligations under the Contract Agreement due to any infringement or alleged infringement of any Intellectual Property Rights, MEPA may without prejudice to any other rights and remedies under the Contract Agreement, exercise the powers and remedies available to it under clause 10, Termination.

14. Confidentiality

The Consultant shall not disclose to third parties any information about data, reports or materials that are generated as part of the provision of Services under this Contract Agreement nor make use of such information for purposes other than those related to the Services being provided to MEPA.

15. Environment

The Consultant shall in all his operations, including purchase of materials goods and services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to MEPA on demand.

16. Equal Opportunities

The Consultant is bound to ensure equal opportunities for its staff irrespective of race, colour, religion, gender, national origin or status.

17. Law

This Contract Agreement shall be governed and construed in accordance with the Laws of Malta, and subject to the jurisdiction of the Maltese Courts of Law.

18. Dispute Resolution

All disputes under or in connection with this agreement shall be referred first to arbitrators nominated at a suitable and appropriate working level by MEPA and the Consultant.

If the parties' arbitrators are unable to resolve the dispute within a period of 30 days from its being referred to them, the dispute shall be referred at the instance of either party to the Courts of Malta. The parties shall bear their own legal costs.

The time limit in this clause may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

19. Entry into force

The Contract Agreement contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral.

The Contract Agreement enters into force from the date of the signature of the same Contract Agreement.

20. Signatures

Concluded on the _____ day of _____ 2011

By

OFFICIAL SEAL HERE

Ing. Ray Piscopo
on behalf of the Malta Environment and Planning Authority (MEPA)

OFFICIAL SEAL HERE

XXXXXX
on behalf of the Consultant
