

**Call for quotations for Cost Benefit Analysis**  
**(Ref No: MIP/CFQ/CBA/13A)**

## **A. Background**

Malta Enterprise is one of Malta's lead agencies tasked with the promotion of economic growth and well-being through the stimulation and fostering of new industrial investments to generate sustainable job opportunities.

Over the years, an aviation cluster has started to develop in Malta. Nowadays the aviation cluster not only caters for maintenance repairs and overhaul (MROs) activities but it also provides various other ancillary services such as call centre activities, registration of aircrafts and insurance. In order to sustain the growth of this key target sector, Malta Enterprise developed an aviation park which has the potential for further development.

### *Proposed Project*

The project involves the development of four hangars (including aprons) ranging in size between 1,000 and 1,500 sq.m. built to house primarily MRO operations for executive jet class planes (maximum class B). These structures will be ready to move into, and will be modular such that they may be split into 500 sq.m. units depending on demand.

The works would also entail the development of a taxiway to connect these hangars to the aerodrome infrastructure, and the development of the required services. This will ensure that Malta will have the basic infrastructure to be in a position to further capitalize on the potential of the aviation sector.

The area being proposed is on the outskirts of the Safi aviation park (nearest to the runway), and the investment will cover a stretch of between 150 to 200 m of taxiway which may house between 7 and 10 small hangars and aprons generating a minimum of 80 new high value-added jobs.

## **B. Instructions to Participants**

By submitting a proposal the contractor is signifying that it accepts all the conditions of this call for quotation in full and without reservations. Any submission by the bidder in contradiction to the terms of this CFQ may render the proposal non compliant, subject to the sole discretion of ME.

### **1. Submissions**

**Interested parties are invited to send their submission by 10:00am (Local Time) Thursday 16<sup>th</sup> May 2013**

All submissions are to be sealed, clearly marked "Call for quotations Cost Benefits Analysis – Aviation Park" and deposited in the tender box at the main entrance of Malta Enterprise at the following address:

Malta Enterprise  
Gwardamangia Hill  
Pieta' MEC 0001  
Malta

### **Submission Requirements**

Interested parties are to provide the following:

#### **a) Administrative Compliance**

Interested service providers are to provide contact details including postal address, email address, telephone number and VAT number (as per Appendix 1).

#### **b) Technical Compliance**

The proposals should include details outlining:

- The methodology which will be adopted;
- A signed confirmation that Contractor is in a position to deliver the Cost Benefit Analysis within 5 weeks from signing of this Agreement
- The staff who will be directly involved in the drafting of the report including details outlining their capabilities and experience related to the task, who shall have:
  - minimum 5 years proven experience in successfully preparing financing and economic analysis for EU funded projects;
  - experience with financial modeling and analysis of similar projects, including but not limited to the aviation industry. To be proven by giving examples of these past projects;
  - demonstrate successful completion of cost-benefit analyses of similar projects including, but not limited to the aviation industry. To be proven by giving examples of these past projects;
  - demonstrate successful completion of at least 2 cost-benefit analyses for projects which are EU co-funded over the last 6 years.
- The costs and proposed timelines and milestones for completion of the exercise (which in no case can exceed 5 weeks from adjudication);

### c) Financial Offer

**Global Price inclusive of VAT** and all other charges/taxes as may be applicable for the provision of the service as described in these Terms of Reference matching the requirements as set out in this CFQ.

Euro \_\_\_\_\_ (€ \_\_\_\_\_)

## 2. Evaluation.

### Administrative Compliance

The Corporation will check the compliance of offers in terms of the administrative submission requirements.

### Technical Compliance

At this step of the evaluation process, the Corporation will analyse the administratively-compliant offers' technical compliance in relation to the technical requirements.

ME reserves the right during the evaluation stage to request bidders to substantiate their claims in respect of information provided. Bidders are required to comply with such a request within 5 working days from being asked to do so.

### Financial Evaluation

Financial proposals, for offers which were not eliminated during the technical compliance (i.e. those found to be technically compliant) will be evaluated.

### Evaluation Criteria

The sole award criterion for technically compliant offers will be the price. The **cheapest-priced offers** will be accepted if it meets and/or exceeds the minimum requirements as per Terms of Reference and satisfying the administrative, technical and financial compliance.

## 3. Clarifications

Any questions or clarifications are to be addressed to [tenders@maltaenterprise.com](mailto:tenders@maltaenterprise.com) by not later than Monday, 13<sup>th</sup> May at 3.00 pm, and the answers will be shared with all other prospective bidders by Tuesday, 14<sup>th</sup> May 2013 at 10.00 am

## 4. Right of ME to accept or reject any Bid

ME reserves the right to accept or reject any proposal or reject all proposals. ME reserves the right to initiate a new CFQ.

In the event of cancellation of this call for quotations, bidders will be notified by ME. If the call for quotations is cancelled before the sealed envelope of any offer has been opened, the sealed envelopes will be returned, unopened, to the respective bidder.

Cancellation may, at the discretion of ME, occur where:

- (a) the call for quotations has been unsuccessful, namely where no qualitatively or financially worthwhile offer has been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) all technically compliant offers exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no circumstances will ME be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an offer, even if ME has been advised of the possibility of damages.**

ME reserves the right to conclude this call for quotations with the successful Contractor within the limits of the funds available.

ME, moreover, is entitled to reject any proposal not accompanied by the required documentation, or which is incomplete.

### C. Draft Contract

THIS CONTRACT having a reference of [ ] made this [date]

There appear on this agreement:

Of the first part, Dr. Sue Vella, holder of identity Card Number [ ]M Chief Executive Officer, who appears for and on behalf of Malta Enterprise Corporation having its offices at Gwardamangia Hill, Pieta MEC 0001, duly authorised for the purpose, and hereinafter referred to as 'ME'

And of the second, [ ], holder of ID card number [ ]M, [Position], appearing hereon for and on behalf of [ ] of [ ] a limited liability Company bearing Registration number C[ ], having its registered office at [ ], duly authorised for the purpose by virtue of the Company's Memorandum and Articles of Association, and hereinafter referred to as the 'Contractor';

The following documents shall be deemed to form and be read and construed as an integral part of this contract, in the following order of precedence:

- (a) this contract;
- (b) the terms of reference of ME's requirements;
- (c) the proposal submitted by the Contractor;
- (d) the financial offer (after arithmetical corrections)/breakdown;
- (e) the written clarifications;

Any addenda shall have the order of precedence over the document they are modifying.

NOW THEREFORE, the parties hereto agree as follows:

#### 1. Definitions

In this Contract the following terms shall have the meanings hereinafter assigned to them unless in the context otherwise requires:

**'Contract'** means this agreement between the Parties for the provision of the Services as described herein, including all appendices hereto and all documents incorporated herein to which reference may properly be made in order to ascertain the rights and obligations of the Parties;

**'Project Manager'** means ME's representative and contact point during the execution of the Contract;

**'Parties'** means the Contractor and ME jointly;

**'Personnel'** mean the Contractor's personnel engaged in the execution of the Contract;

**'Services'** means the provision of any and all services related to provision of Cost-Benefit Analysis as detailed in this Contract and the Financial Bid, including any other ancillary services necessary for the successful execution of the Contract to the satisfaction of ME;

**'Key Expert'** means the Contractor's representative/s during the execution of the Contract.

**'Third party'** means any entity other than ME and the Contractor.

## **2. Contract Objectives**

Malta Enterprise is seeking assistance for the formulation of complete Cost-Benefit Analysis, in line with EU standards including the necessary Project Objectives and Definition; Feasibility and Options Analysis; Financial feasibility assumptions and other considerations; Financial Feasibility Analysis; Sensitivity and Risk Analysis Options; potential for Revenue Generation, to assess the financial and economic viability of the investment, established in accordance with all relevant EU guidelines and criteria. The studies should be finalized within 5 weeks from signing of this Agreement.

As part of the procedural requirements needed to obtain EU funding for this project, this study has to be carried out according to the indicative guidelines provided by the European Commission in terms of ERDF

## **3. Assumptions**

- It is assumed that the Contractor has in-depth knowledge of EU funds and related policy documents;
- Good co-operation between all parties concerned;
- The Contractor is to be flexible and capable of respecting strict deadlines.

## **4. The Project Manager**

- 4.1 ME shall nominate a Project Manager, who shall act as the contact point during the execution of the contract.
- 4.2 The Project Manager shall act as ME's representative on site. The Project Manager shall:
- (a) organise meetings with the Contractor;
  - (b) confirm that services, are in accordance with the specifications, appropriate standards and codes of good practice;
  - (c) monitor the Contractor's performance and progress;
  - (d) sign-off on Contractor's invoices;
- 4.3 The Project Manager shall have the right throughout the execution of this Contract to inspect the services, and to request any alterations as may be required and to reject any parts of the service which he may disapprove.

## **5. Price Schedule**

- 5.1 The Global Price to be paid by ME to the Contractor for the Services to be provided in terms of this Contract inclusive of all taxes (Customs Import Duty, Levy and other charges or taxes) and including VAT shall be \_\_\_\_\_ (€ \_\_\_\_\_)
- 5.2 Payments to be made on the presentation of the relevant invoice by the contractor for services which have been specifically asked for by ME and carried out to its full satisfaction.

## **6. Reporting Requirements**

An inception report is to be submitted no later than 5 working days upon signing of the contract. The report will clearly set out a detailed work plan for the provision of the planned activities and expected outputs and identify the experts and personnel required to execute the contract;

- Cost-Benefit Analysis which is of acceptable standard for ME to be considered part of the ERDF application form by not later than 5 weeks from signing of agreement;
- Presentation of the results of the contract to ME;
- Summary of the whole report including overall recommendations;

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one week before the end of the period of execution of the contract.

## **7. Monitoring and Evaluation**

The performance of the contract will be measured by the acceptance and approval of the tasks performed under this contract by the competent authorities (namely ME and the Managing Authority, PPCD).

## **8. Termination and Disputes**

- 8.1 This Contract shall be deemed to be governed by and construed in accordance with Maltese Law.
- 8.2 Any dispute, which may arise between parties shall be settled by reference to arbitration in Malta in accordance with the provisions of the Arbitration Act.
- 8.3 Failure, on the part of the Contractor, to meet the obligations and standards may lead to the termination of this contract at any time during the execution of the contract. ME shall give notice in writing to the Contractor of such a failure during the term of the contract. If the final document does not fulfill the obligations and standards and if, following notice in writing by ME, the final document still does not fulfill such obligations and standards, ME reserves the right to hold part or full payment.



8.4 Notwithstanding the foregoing, ME reserves the right to terminate the contract at any time and for any reason.

## **9. Assignment**

The Contractor shall not assign, pledge or transfer this agreement or any of the rights or obligations therein without the prior written consent of ME.

## **10. Intellectual Property**

10.1 The Contractor hereby acknowledges and agrees that all Intellectual Property rights (including without limitation copyrights, patents, trade marks, service marks, database rights and rights to extract data, registered and unregistered designs, rights in circuit layouts and semi-conductor topography rights, trade secrets, rights of confidence, applications for any of the foregoing and all other similar rights recognised in any part of the world) in or over the designs/ proposals submitted by it to ME shall vest in the same ME from the very moment of submission in the eventuality that these designs/proposals shall be selected by ME.

10.2 If, for any reason whatsoever, the competent courts of law or bodies having the competence to determine such issues, declare the stipulation in the previous clause to be unenforceable, the Contractor shall hereby assign to ME all intellectual property rights as described above in the selected designs / proposals, from the very moment of their submission to ME, without consideration and bind myself/ourselves to comply with all lawful requirements and directions given to the Contractor by ME to give effect to this clause.

10.3 The Contractor acknowledges and agrees that the awarded proposal, including all relevant data, information, text, drawings and other materials, will become the sole property of ME and may be used and displayed publicly without limitation and without consideration being due by ME to the Contractor.

10.4 The Contractor hereby warrants that it is legally authorized to bind itself in the manner and to the effect mentioned in the previous clause and that no third party owns or has any claim in the Intellectual Property rights, as described above, over the designs / proposals being submitted by the Contractor to ME. Without prejudice to the generality of the foregoing, the Contractor warrants that the design work submitted by them is their own creation and that the work does not include or infringe any third party intellectual property rights.

10.5 Without prejudice to any rights of action that may be exercised by ME, the Contractor hereby indemnifies and holds ME harmless against any claims and/or actions that may be advanced by third parties in relation to intellectual property (as described above) and/or other rights in the work submitted by the Contractor.

10.6 The Contractor acknowledges and agrees that, in the eventuality that it is awarded the contract by ME, ownership in all work, designs and/or materials acquired, created, compiled or prepared by us in the performance of the contract will vest exclusively in ME from the very day of

acquisition, creation, compilation or preparation of the work, designs and/or materials by the Contractor and that upon completion of the contract all such work, designs and/or materials will be delivered to ME and the Contractor shall not be entitled to retain a copy, or make use of such work, designs and/or materials.

- 10.7 The Contractor acknowledges and agrees that, in the eventuality that it is awarded the contract by ME, all Intellectual Property rights (as described above) in or over the work, designs and/or materials delivered to ME in performance of the contract shall vest in the same ME from the very moment of creation of the work, designs and/or materials and that the Contractor shall not hold any Intellectual Property, or other, rights in or over the said work, designs and/or materials. Furthermore, the Contractor binds himself/themselves to comply with all lawful requirements and directions given to the Contractor by ME to give effect to this clause.
- 10.8 The Contractor warrants, and binds itself to ensure, that in the eventuality that the contract is awarded to them, the work, designs and/or materials that will be delivered by the Contractor to ME in performance of the contract, will be free of any third party rights, whether of an intellectual property (as described above) nature or otherwise, in or over the said work, designs and/or materials and that ME shall be free to make use of such work, designs and/or materials in the way it deems fit without the need of obtaining any prior authorizations from the Contractor and/or third parties.
- 10.9 Without prejudice to any rights of action that may be exercised by ME, the Contractor hereby warrants to indemnify and hold ME harmless against any claims and/or actions that may be advanced by third parties in relation to intellectual property and/or other rights in the work, designs and/or materials submitted by the Contractor to ME in performance of the contract in the eventuality that this is awarded to it.

## **11. Confidentiality**

- 11.1 The Contractor warrants that, while performing the services, it shall not breach any provisions of the laws of Malta which are directly related to the performance of such services. In particular, the Contractor shall abide by all the provisions of law relative to professional secrecy and data protection.
- 11.2 The Parties shall treat as confidential, during as well as after the rendering of the Services any information of a character confidential to the affairs of the other party to which it becomes privy as a direct result of, or incidental to, the carrying out of this contract.

## **12. Validity (commencement date, performance period & programme)**

The term of this agreement shall be for 6 weeks, with the option to extend at ME's discretion at the same rates, terms and conditions.

The contract may be amended as necessary with the mutual consent of both parties. The amendments shall be executed in writing dated and signed by both ME and the Contractor and attached to the Contract.

## **Appendix 1: Contact Form**

(To be filled in and included with submission)

### **Contact Details**

Company Name	
Address	
Telephone	
Fax	
Email	
Website	
VAT Number	

### **Contact Person**

Name	
ID Number	
Designation	
Telephone	
Fax	
Mobile	
Email	

**Signed on Behalf of Service Provider**

Name	
Designation	
Signature	
Date	