



Expression of Interest

Invitation for the Provision of Lawyers to Provide Legal Assistance to Third Parties

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1. Introduction

1.1 Following the publication of the report of the public inquiry held after the tragic death of Jean Paul Sofia, the Government announced that third parties who are affected by development shall benefit from a new free professional service of Lawyers to be funded by the state. This proposal was announced on the basis that the third party¹ is usually in a weaker position to enforce its rights in relation to the developer.

1.2 The Building and Construction Authority (hereinafter referred to as the Contracting Authority or the BCA) is a public entity established under Chapter 623 of the Laws of Malta, known as the Building and Construction Authority Act.

1.3 The BCA is looking to establish a panel through which legal services are provided to third parties at request.

¹ A third party is any person who is directly or indirectly effected by a nearby development.

1.4 The Service Provider is expected to provide independent professional service and legal advice to the eligible third party and shall follow the specific administrative instructions of the Contracting Authority.

1.5 The period of performance shall commence from the last signature of the Contract.

1.6 The period of performance shall be for period of twelve (12) months or until the contract amount is exhausted (whichever comes first).

1.7 Timetable

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority. Clarifications to be sent by email on procurement.bca@bca.org.mt	20/03/2024	23:00
Last date on which additional information can be issued by the Contracting Authority	25/03/2024	23:00
Deadline for Submission of Interest (unless otherwise modified in terms of Clause 10.7 of this Expression of Interest)	29/03/2024	17:00

* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable

2. Duties, Functions and Responsibilities

- a) The contracted Service Provider may, in particular, be requested to provide Legal services to third party client/s as follows:
 - i. Provide a detailed explanation of the BCA role and responsibilities from the issue of the Planning Authority Permit up until completion of the construction phase;
 - ii. Provide a detailed explanation of all the avenues and legal rights reserved to third party/s from the issue of the Planning Authority Permit up until completion of the construction phase;

- iii. Provide a summary of the Building and Construction Regulations with particular emphasis on the provisions that safeguard the interests of third party/s;
- iv. Draft reports, as and when required, and other information on cases assigned as requested by the Contracting Authority;
- v. Prepare and conduct the necessary research for assigned cases and ensure that effective and competent professional legal advice is given to the third party/s;

Provided that this is a pilot project, the duties, functions and responsibilities may be subject to modifications. For the amended and/or additional services, the Service Provider will be paid in line with the retainer fee unless the twenty (20) hours of service per month are not exceeded. If the twenty (20) hours are exceeded, the Service Provider will be paid the hourly rate as per item 1.2 of Annex II.

The Service Provider shall perform his duties in full compliance with the Laws of Malta and always act according to the Code of Ethics and Conduct for Advocates.

3. Other Obligations

3.1 The Service Provider agrees to submit to the BCA the official mobile number, office telephone number and email address and agree to inform the Contracting Authority immediately of any changes of such details;

3.2 The Service Provider shall perform his duties in full compliance with the Laws of Malta and always act according to the Code of Ethics and Conduct for Advocates;

3.3 The Service Provider shall treat third party clients equally without bias and privilege;

3.4 In order to fulfil the exigencies for continuous professional development in the appointed role, the Service Provider shall be required to attend any work-related courses and meetings as instructed by the Contracting Authority;

4. Terms and Conditions

- 4.1 The Service Provider shall assume responsibility for the contents of any report drafted by himself/herself. Any explanation or any other form of assistance given to third parties has to be recorded in writing and such advice is to be acknowledged by the third party.
- 4.2 The Service Provider must execute any assignment with the outmost integrity. The Service Provider must declare if there is any conflict of interest with any party involved whenever an assignment is handed to him/her by the Contracting Authority.
- 4.3 For every assignment, the Service Provider is obliged to give the third-party client/s the day, time and place or address where the meeting is set to take place. The option to conduct the meeting online should be offered to third-party client/s. However, it should be the prerogative of the third-party client/s to decide whether the meeting is to be held online or in-person.
- 4.4 The Service Provider is obliged to provide availability to meet the assigned third-party client/s within five (5) working days from the date of notification of the assignment. Such meetings are to be conducted during office hours (i.e between 8hrs to 17hrs). It is the prerogative of the Service Provider to offer his availability for meetings outside the office hours mentioned above. Hence, no additional remuneration (other than those established in Annex II) is to be claimed for meetings carried out outside office hours.
- 4.5 The Service Provider shall not, whether directly or indirectly, solicit, entice, or approach any of the third-party client/s for the purpose of providing similar and/or additional services to the one provided under this agreement.
- 4.6 The Service Provider may not request, or receive, from the third-party client/s any form of payment for the services rendered under the contract with the Authority.

- 4.7 The Service Provider shall not cause, suffer or permit any confidential information to be used for the gain or benefit of any party, or for the Service Provider's own gain or benefit, for reasons which fall outside the scope of the contract with the Authority
- 4.8 During the term of the contract with the Authority and at all times thereafter, the Service Provider shall keep all confidential information in confidence.
- 4.9 The Service Provider shall make use of their own equipment and shall refrain from purchasing any items/equipment on behalf of the Contracting Authority or the Ministry as part of the contract with the Authority. Any items/equipment related to this Contract which are to be acquired by the Contracting Authority for the execution of this contract must be purchased by means of a separate procurement procedure.
- 4.10 Any dispute which may arise between the Service Provider and the Authority in connection with the execution of this Contract will first be dealt with in an amicable way and if unresolved, will be settled through arbitration proceedings.
- 4.11 Within 20 days of signing the contract, the Service Provider shall take out and maintain a full indemnity insurance policy during the period of execution of the contract.

5. Duration of Contract and Payment

- 5.1 The period of performance shall commence from the last signature of the Contract and shall run for a period of twelve months (12) or until the Contract amount is exhausted (whichever comes first).
- 5.2 Payment to the Service Providers will be of a fixed monthly retainer fee of five hundred euro (€500) excluding VAT for up to twenty (20) hours of service per month and shall be affected against the submission of a fiscal invoice which is to be issued monthly, indicating the number of hours worked and respective services provided. A declaration signed by the respective third-party client/s, confirming that the service has been rendered is to be included with the invoice. Declaration templates will be provided during implementation stage. Any extra hours above the

20 hours shall be billed at a fixed rate of thirty-five Euro (€35) excluding VAT which must be requested and pre-approved by the Contracting Authority.

- 5.3 Payments may be stopped whenever, in the opinion of the Contracting Authority, the Service Provider is in breach of the conditions of the contract.
- 5.4 All invoices issued by the Service Provider to the BCA for payment for services rendered in terms of the contract shall be payable to the Service Provider within thirty (30) calendar days from the date on which the said invoice has been received by the BCA.
- 5.5 The Service Provider needs to be in possession of a valid VAT number.
- 5.6 Every invoice presented to the BCA should contain an Invoice date, the Service Provider general details, the amount in Euro (net of Vat) and the VAT Component together with the total amount due.
- 5.7 The Service Provider shall be responsible to pay VAT, Income Tax and National Insurance Contributions and any other dues that may be applicable as a result of the engagement and throughout the contract's duration.

6. Termination

- 6.1 Without prejudice to any other provision hereof, the contract shall terminate, at the option of the Contracting Authority, by giving written notice of termination to the Service Provider, without prejudice to any claim for damages or other remedy to which the Authority may be entitled either at law or under this Agreement, on the occurrence of any one or more of the following events:
 - a) If the Service Provider breaches, or habitually neglects, or proves ineffective in accomplishing, or demonstrates an incapacity/inability to fulfil the duties/obligations which it is required to perform under the terms of this Agreement;
 - b) If the Service Provider fails to obey any order and/or instruction or fails to observe any policy and/or directive promulgated from time to time by the Contracting Authority;

- c) If the Service Provider, at any time during the term of this contract, fails to cooperate with the Contracting Authority and/or its officers;
- d) If it should become apparent to the Contracting Authority that any matter disclosed, warranted or represented to the Contracting Authority by or on behalf of the Service Provider is materially or adversely misleading or incorrect;
- e) If the Service Provider fails to fulfil any of his/her obligations under this contract;
- f) If the Service Provider fails to comply with the terms and conditions of the Contract, and such non-compliance is deemed to be of material significance by the Contracting Authority; and
- g) Upon the occurrence of any event or circumstance which gives the Contracting Authority good reason to believe that the Service Provider may not perform any obligation/s referred to in the contract.

6.2 The Service Provider may, for a valid reason, at any time after the expiration of five (5) months from the commencement of the contract, terminate the contract by giving a one (1) month notice in writing; subject to the completion of any tasks active at that point in time. The one (1) month notice period will start to reckon from the date on which the letter of termination is received by the BCA via registered post or by electronic mail.

6.3 If the Service Provider terminates the service otherwise than in accordance with the terms of the contract, he/she shall be liable to pay, by way of pre-liquidated damages the equivalent of 10% of the initial contract value.

7. Selection of Candidates

The candidates will be interviewed by a selection board to assess their suitability for the post. Candidates must provide an original official identity document (identity card or passport) and original certificates/qualifications for verification at the interview stage.

Candidates will be notified by email of the outcome. The panel will be published on the BCA website. The result of the interview will remain valid for one (1) year.

8. The Pool of Service Providers

After the selection, the pool of Service Providers will be assigned work in a rotation system. If the Service Provider next in-line is unable to assume the assignment due to a conflict of interest, the next Service Provider in the pool will be assigned the task. In the unlikely case that the pool is fully exhausted, the Contracting Authority may opt to appoint an external Service Provider to fulfil the assignment for the task in question.

In case the contract with a Service Provider on this panel is terminated as per clause 6 of the contract, the Contracting Authority will contact the applicant who was next in line in to be awarded the contract, as listed by the selection board. If the full list of applicants is exhausted, the Contracting Authority may opt to issue a new call to fill this vacant position.

9. Eligibility Requirements

Eligible applicants need to possess all the following:

- (a) In possession of a valid warrant to practice as a lawyer at the Courts of Law on the Maltese Islands
- (b) Fluent in speaking and writing in Maltese and English languages.
- (c) Applicants should be of good moral character, trustable, team driven, and motivated to perform their duties diligently and zealously.

Note: The Service Provider must present himself/herself under his/her own name and warrant number. Representation on behalf of any law firm or organisation will be considered ineligible.

10. Submission

10.1 Interested parties are to submit their interest by filling in Annex I and Annex II of this Expression of Interest and attach all relevant documentation as being indicated in clause 10.2 below. **Submissions are to reach the BCA by not later than 29/03/2024 via the email address indicated in clause 10.3 below.**

10.2 Applicants are required to submit:

- Updated Curriculum Vitae.
- Copy of a valid warrant to practice law in accordance with the Laws of Malta.
- Copy of other relevant original certificates related to construction law (if any).
- Police Conduct Certificate, issued within two months prior the date of submission of application.

10.3 The Expression of Interest including all documents may be submitted to the BCA, electronically on the following email address: procurement.bca@bca.org.mt

10.4 A Contract is to be signed within fifteen (15) days from the notification of the result of the interview.

10.5 By submitting their interest, the applicants are accepting that this procedure is regulated by Maltese Law, and are deemed to be aware of all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by this procedure.

10.6 Applicants shall bear all costs associated with the preparation and submission of their interest. The BCA shall not reimburse any fee associated with the preparation of the expression of interest in the event that any or all interest/s is/are rejected.

10.7 The Contracting Authority reserves the right to:

- a) Issue any new additional information during the publication period as per clause 1.8 above.
- b) Cancel this Expression of Interest.
- c) Reject all interests that had been received.
- d) Initiate a new Expression of Interest.

Annex I – Submission Table

<u>General Details</u>	
Name of Service Provider	
Address	
Email Address	
Contact No. (Mob)	
VAT Registration No.	
ID Card No.	

Annex II - Declaration Form Schedule of Fixed Rate

I hereby declare and agree to carry out the services at the rates established below:

Item No	Description	Estimated Quantity	Fixed Rate (including Taxes/Charges, but Exclusive of VAT)	Total (including Taxes/Charges, but Exclusive of VAT)
1.1	Monthly Retainer Fee for services rendered as per clause 2	12 months	€500 – for up to 20 hours per month	€6,000
1.2	(Provisional) Any extra hours that may be required (i.e over and above the 20 hours per month)*	110 hours	€35 per hour	€3,850
	Total			€9,850

The Contracting Authority reserves the right to procure higher or lower quantities than those mentioned in the above table. If these quantities are not used, the Service Provider shall have no claim against Government.

***Any extra hours above the 20 hours per month shall be billed at a fixed rate of Euro 35 (€35) excluding VAT per hour which must be requested and pre-approved by the Contracting Authority**

Date: _____

Signature: _____

Declaration:

I declare that by signing this form I have read, understood and agreed to abide to all the clauses mentioned in this Expression of Interest.