



REFERENCE NUMBER: TM026/2020

# TENDER FOR THE PROVISION OF SERVICES OF AN INSURANCE BROKER FOR TRANSPORT MALTA

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Date Published: 12<sup>th</sup> January 2021

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Deadline for Submission: 5<sup>th</sup> February 2021

at 09:30am  
CET/CEST

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Tender Opening: 5<sup>th</sup> February 2021

at 10:00am  
CET/CEST

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## IMPORTANT

Clarifications shall be uploaded and will be available to view/download from  
[www.etenders.gov.mt](http://www.etenders.gov.mt)

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

**AUTHORITY FOR TRANSPORT IN MALTA**

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## **IMPORTANT NOTE**

### **Submission of e-Tenders**

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) or through the e-ID Service via the MyGov website at [www.mygov.mt](http://www.mygov.mt). In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

### **Submission of Financial Offer**

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. **VAT shall be paid in accordance with the current VAT regulations.**

### **Potential Conflict of Interest**

The following provision regarding Conflict of Interest as set out in Part I, Article 2 of the Public Procurement Regulations, S.L.174.04 is being brought to the attention of any interested Economic Operator.

"Conflict of interest" shall at least mean any situation where any person, including staff members of the contracting authority or of a procurement service provider acting on behalf of the contracting authority, who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

# TENDER FOR THE PROVISION OF SERVICES OF AN INSURANCE BROKER FOR TRANSPORT MALTA

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### **1. General Instructions**

- 1.1 The subject of this contract is the Provision of services of an Insurance Brokerage for Transport Malta.
- 1.2 The place of acceptance of the services shall be Malta Transport Centre, Head Office, Pantar Road Lija, LJA2021, the time-limits for the execution of the contract shall be thirty six (36) months from the last signature date on the contract and the INCOTERM<sup>2010</sup> applicable shall be Delivery Duty Paid (DDP).
- 1.3 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 one hundred thirty-five thousand euro (€135,000) excluding VAT for the 3 years for three lots.
- Lot 1 - €45,000
  - Lot 2 - €45,000
  - Lot 3 - €45,000

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

Therefore, the published Estimated Procurement Value is neither restrictive, nor final. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. The Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

### **3. Lots**

- 3.1 This tender is divided into lots as per the details in the CfT workspace.

### **4. Clarification Meeting/Site Visit/Workshop**

- 4.1 No clarification meeting/site visit is planned.
- 4.2 The last date on which the Contracting Authority shall issue a clarification is four days prior to the closing date of the tender, that is 1<sup>st</sup> February 2021.

### **5. 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 tender response format <sup>(Note 2)</sup>

- (i) Details of Bidder. <sup>(Note 2)</sup>
- (ii) Power of Attorney <sup>(Note 2)</sup>
- (iii) Joint Venture <sup>(Note 2)</sup>

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).** <sup>(Note 2)</sup>

- (i) Confirmation that the bidder and sub-contractors (if any) engaged throughout the execution of the contract do not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds, including blacklisting, through the tender response format.

- (ii) Declaration concerning Selection Criteria

(If applicable)

Provide the name/s of subcontractor/s and the relative percentage of works/services/supplies to be subcontracted. This information is to be submitted online through the tender response format. <sup>(Note 2)</sup>

### (C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>

**Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** <sup>(Note 2)</sup>

**Tenderer's Technical Offer - Declaration** <sup>(Note 3)</sup>

### (D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)**<sup>2010</sup> **(Grand Total)** for the **services** tendered as per Tender Response Format [inclusive of spare parts/after-sales services/maintenance/training as applicable]. <sup>(Note 3)</sup>
- (ii) A filled-in **Financial Bid Form** (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail. This condition shall not apply to the financial bid forms constituting of a Bill of Quantities (BoQ) or financial

**bid forms where the total can be arithmetically worked out and corrected, as necessary and when applicable.**

**Notes to Clause 5:**

- 1. Not applicable for departmental tenders.*
- 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.*

*All Rectifications are free of charge.*

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

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

**6. Criteria for Award**

- 6.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - 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 may be indicated afterwards.

### Article 2: Notices and Written Communications

- 2.4 Means of communication shall be agreed to upon signing of the contract.

### Article 5: Supply of Information

- 5.1 Further to the provisions of the General Conditions, within 4 weeks from the last signature date on the contract, the Contracting Authority shall give the Contractor access to the full insurance policy documents currently held by the Contracting Authority.

### Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

### Article 7: General Obligations

- 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/Central Government Authority until the 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 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

Should the Contractor fail to provide the Performance Guarantee within the term set in this sub article, the Contracting Authority shall consider such failure as a breach and may proceed to contract with the second preferred bidder and the Contractor so in breach shall be liable for any damages, loss and expenses which the Contracting Authority may suffer or incur as a consequence of his failure.

- 7.15 The Performance Guarantee shall be released 25% after the first year of the contract, 25% after the second year and the final 50% upon the completion of the last year. Should the



contract be extended for the 4<sup>th</sup> year, 25% will be released after the 3<sup>rd</sup> year and the final 25% after the 4<sup>th</sup> year.

### **Article 13: Medical, Insurance and Security Arrangements**

13.3 As per General Conditions.

### **Article 14: Intellectual and Industrial Property Rights**

14.3 The Contracting Authority retains all rights to any information and data provided to the Contractor for the purposes of execution of the Contract. The Contractor shall not use, reuse, or distribute the data or any of its derivatives in any way or manner other than for the sole purpose of executing this Contract. Any breach of confidentiality of information, unless otherwise deemed to be catered for under this clause, shall be deemed as a serious breach of contract and may lead to the immediate termination of the Contract in terms of Article 34 of the General Conditions governing this Contract. This without prejudice to any other right enjoyed by the Authority in terms of this Tender and/or at law.

### **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 contract shall enter into force on the last signature date on the contract.

18.2 The performance period of this contract shall be three (3) years from the commencement date.

### **Article 19: Delays in Execution**

19.2 The Contractor maintains the risk of any penalties due to a delay in the renewal of any insurance policy. This is unless the Contractor provides enough proof that the due notices were provided within a reasonable time from the expiry dates of such policies. Reasonable time must be more than three (3) weeks from the date of expiry.

### **Article 20: Modification of the Contract**

- 20.2 As per General Conditions.
- 20.5 Not Applicable
- 20.6 As per Terms of Reference within same Tender document.

### **Article 24: Interim and Final Progress Reports**

- 24.1 As per Terms of Reference within same Tender document.

### **Article 26: Payments and Interest on Late Payment**

- 26.1 This is a Global Priced Contract  
Payments will be made in Euro.  
Payments shall be authorized and paid by the Contracting Authority against a tax invoice by the Contractor following provisional acceptance. Payments shall be made within 30 days of presentation of tax invoice.
- 26.2 As per General Conditions.

### **Article 27: Pre-Financing Guarantee**

- 27.2 Not applicable.
- 27.5 Not applicable.

### **Article 30: Revision of Prices**

- 30.1 No Revision of prices is allowed.

### **Article 32: Breach of Contract**

- 32 As per General Conditions

## SECTION 3 -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

Authority for Transport in Malta.

#### 1.4 - Relevant Country Background

**The Maltese Archipelago** - The Maltese archipelago consists of the Islands of Malta, Gozo and Comino Islands, collectively referred to in brief as Malta, with a total population of more than 420,000 inhabitants over an area of 316sq km. The latter are located around 93km South of Sicily and 288km North of Africa. Malta is the largest island with Valletta as its capital and a coastline of 196.8 km while Gozo is second largest being approximately one third Malta's size with a coastline of 56.01 km. Comino is a significantly smaller island positioned between Gozo to the North West and Malta to the South East. Malta's central position in the Mediterranean Sea allows easy access to the North, South, East and West. Territorial waters extend to the full 12NM<sup>1</sup> and a further 12NM is officially recognized as the contiguous zone, established through the Territorial Waters and Contiguous Zone Act (Chapter 226). Malta's coastline is well indented with natural harbours as well as two established ports namely Valletta and Marsaxlokk. Historically, these ports have made the islands a centre for Mediterranean commerce.

The second largest island is Gozo. It can be reached from Malta by ferry from the ports of Cirkewwa and Marsamxett. The main port in Gozo is the Port of Mgarr.

Comino is limited in large scale maritime activity since passage by international ships is prohibited through the Gozo-Comino channel; however, the island is surrounded by activity from smaller leisure craft, especially during the summer months.

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<sup>1</sup> Nautical Miles

## 1.5 - Current State of Affairs in the Relevant Sector

Transport Malta commenced operations on 1st January 2010 following the enactment of the Authority for Transport in Malta Act (Act XV) of 2009. It took over the responsibilities of the Malta Maritime Authority, Malta Transport Authority and the Department of Civil Aviation.

The website of the Authority for Transport in Malta ([www.transport.gov.mt](http://www.transport.gov.mt)) provides details of the operations of the Authority.

## 1.6 - Related Programmes and Donor Activities

Not applicable.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are the:

Provision of Services of an Insurance Broker to the Contracting Authority, including the placement of the required insurance cover in relation to all the respective Insurance policies and all Insurance matters including initial insurance cover (policies), renewals, policy updating, claims handling and resolutions, and any other insurance matters as specified, implied or of an ancillary nature in terms of the Contractor's obligations as established in the Contract including these Terms of Reference.

### 2.2 - Specific Objectives

The objectives of this contract are as follows:

1. Provision of Services of an Insurance Broker including the provision of the hereunder Insurance covers (through the respective Insurers and or underwriters) in the name of Transport Malta or any other insured party as requested by Transport Malta

#### (A) Marine Policies - LOT 1

Marine Policy Insurance – it includes all possible liability and crafts/vessels

#### (B) Aviation Policies - LOT 2

- *Aviation Liability Insurance*
- *Aviation War, Hi-Jacking and Other Perils Excess Liability Insurance*

#### (C) General Policies - LOT 3

- Accidental Damage Property Policy
- Travel Policy
- Director and Officers Liability Policy
- Health Insurance including the possibility of dependents inclusion
- Money Policy
- Employers Liability
- Electronic Equipment insurance Policy
- Group Life Policy

- Group Personal Accident Policy
- Machinery Breakdown Policy
- Industrial All Risks Policy
- Public Liability Policy

It is to be noted that the list and types of policies may be changed by the Authority, and this according to the needs of the Contracting Authority and as the Contracting Authority shall in its sole discretion deem fit. Any such changes shall have no bearing on the retainer fee stipulated in the Contract. The Contractor shall be notified in writing of any such changes, which changes may not be contested.

The Services shall include the taking out of the above insurance covers and ancillary services. However, the cost related to the respective premiums will be invoiced separately at cost to the Authority.

For all insurance policies, the Contractor must ensure that the underwriters contracted to provide insurance covers to the Contracting Authority as per tender document, must have at least three (3) years' experience with respect to the policy type being insured. Supporting documents relating to the experience shall be requested by the Authority from time to time.

### 2.3 Duties of the Contractor

1. To prepare quotation slips and dossiers to the local and foreign markets with a view to obtain the best possible quotations and underwriters/insurers for all the policies highlighted in item 2.2 of these Terms of Reference (including but not limited to remarketing exercises, comparative analysis etc);
2. To carry out the evaluation of quotes received and draw a report with recommendations. Quotations from the local/foreign markets are to be sought at least once every three years.
3. To advise the Contracting Authority, on an annual basis, on the general overview of the Insurance Markets (both Local and abroad), this in order to obtain the best mix of underwriting, Terms & Conditions and to attract the best underwriters and insurers. Such advice is to include the financial stability and adequacy of the insurers and underwriters to write such risks.
4. To act as an advisor to Transport Malta on all insurance related matters, including but not limited to the vetting of Insurance Documents submitted by external business partners, Contractors etc. This includes the liaison with Insurers providing the covers.
5. To provide immediate (within 24 Hours) and efficient response / service to Transport Malta's requirements on ALL insurance related matters.
6. To handle and assist Transport Malta in any claim which may arise from any insurance Policies and covers mentioned in this Contract and advise on any possible way forward in order to find the best possible solution on such matters.
7. To report in writing on specific cases involving insurance claims made by or against Transport Malta.
8. To report in writing on insurance related matters as and when requested by Transport Malta.
9. By not later than eight weeks prior to the renewal date of the insurance policies, the Service Provider is obliged to meet the representatives of Transport Malta to discuss the

renewal terms and conditions and any relevant changes or updates that might be required. A full report covering the renewal process (each year) and any suggestions is to be prepared accordingly.

10. To meet and assist representatives of Transport Malta as and when required.
11. To submit reports as requested by the Contracting Authority.
12. To provide any other service (related to Insurance) as deemed necessary by Transport Malta

### **3. Assumptions and Risks**

#### **3.1 - Assumptions Underlying the Project Intervention**

No assumptions are being made by the Contracting Authority. Bidders shall list any assumptions made in their preparation of the tender offer.

#### **3.2 – Risks**

All risks related to the Provision of these types of services are deemed applicable to this Contract.

It is to be noted that the list and types of policies/covers may change accordingly to the needs of the Contracting Authority. This shall have no bearing on the retainer fee stipulated in the Contract. Such fee will remain fixed throughout the execution of the Contract.

Changes in Key Experts and other personnel involved in providing the service to Transport Malta will need to be expressly approved by the Contracting Authority in writing.

Other risks as may be indicated in this tender document are deemed applicable to this Contract. Tenderers are to indicate risks which in their opinion are important to mention and which are not mentioned anywhere in this tender document and which they may foresee in providing the insurance services as detailed in these Terms of Reference and the other documents forming part of the Policy Digest.

### **4. Scope of the Work**

#### **4.1 – General**

##### **4.1.1 Project Description**

To provide Insurance Brokerage Services to the Contracting Authority, including the relevant insurance policies and to provide the necessary advice and assistance in all insurance related matters, including the preparation and submission of various reports as requested in these Terms of Reference and in any other document which forms part of the Policy Digest. The Service Provider shall undertake to carry out the scope of the activities as stipulated under this contract to the best of the professional capabilities to such and as established by law.

##### **4.1.2 Geographical Area to be covered**

The Maltese Islands and Worldwide as indicated in the Insurance details

#### 4.1.3 *Target Groups*

Transport Malta, employees, clients, service providers, general public, assets (including buildings, property, vessels, furniture, fixtures and equipment, motor vehicles), including but not limited to any items (moveable and immovable) owned or falling within the responsibility of the Contracting Authority, risks, liabilities, contractual agreements, regulatory policies, legal frameworks, activities and responses, etc.

## 4.2 - Specific Activities

- Provision of Services of an Insurance Broker to Transport Malta relating to (but not solely) all the marine, commercial and health insurances and all insurance related matters.
- Furnish the Contracting Authority with the proper forms and documents necessary to lodge claims and, when necessary, make changes or adjustments to existing coverage. Record keeping and policy maintenance etc.
- Act as intermediaries between the Contracting Authority and insurers.
- Advising the Contracting Authority on the most appropriate covers.
- Settle the claims equitably and provide advice and recommendations thereon.
- Explain policy provisions, make recommendations, and assist with the implementation and maintenance of coverage.
- Carry out Market Research and Comparative Analysis as requested by the Contracting Authority.
- Drafting and submission of Reports as requested by the Contracting Authority.
- Regular communication with representative/s of the Contracting Authority and the respective Insurers.
- Handling of all the claims related to the Insurances covered in this contract.
- All items related to clause 2.2 of these Terms of Reference.

## 4.3 - Project Management

#### 4.3.1 *Responsible Body*

Corporate Service Directorate, Transport Malta, Pantar Road, Lija LJA 2021, Malta

#### 4.3.2 *Management Structure*

The Management Structure of Transport Malta consists primarily of the Board of members comprising the Chairman & CEO, Deputy Chairman and Board members.

This Contract shall be managed by the Corporate Services Directorate (or appointed representative) within Transport Malta.

#### 4.3.3 *Facilities to be provided by the Contracting Authority and/or other parties*

Not applicable.

## 5. Logistics and Timing

### 5.1 – Location

Malta and Gozo and worldwide as and where applicable.

## 5.2 - Commencement Date & Period of Execution

The Commencement Date shall be effective immediately upon the last signature of the Contract or as otherwise indicated subject to the presentation of a valid Performance Guarantee. A copy of a valid Professional Indemnity Insurance policy cover is to be presented by the Contractor within fifteen (15) days from signing of contract.

Should the Contractor fail to provide the Professional Indemnity Insurance policy cover within the term set in this sub article, the Contracting Authority shall consider such failure as a breach and may proceed to contract with the second preferred bidder and the Contractor so in breach shall be liable for any damages, loss and expenses which the Contracting Authority may suffer or incur as a consequence of his failure.

The Contract shall be for a period thirty-six (36) months from the date of Commencement.

## 6. Requirements

### 6.1 – Personnel and Key Experts

#### Key Experts (Note 2A)

All experts who have a crucial role in implementing the Contract are referred to as Key Experts. The Profiles of the key experts for this Contract are as follows;

#### **Key Expert 1 Lot 1 -Marine Specialist**

The tenderer is to propose one (1) Marine Specialist, who should have the following Qualifications and Experience:

#### ***Qualifications***

Professional Qualification in Insurance (ACII) and where applicable holder of a practising certificate issued by the Malta Financial Services Authority (MFSA)

#### **Key Expert 2 Lot 2 -Aviation Specialist**

The tenderer is to propose one (1) Aviation Specialist, who should have the following Qualifications and Experience:

#### ***Qualifications***

Professional Qualification in Insurance (ACII) and where applicable holder of a practising certificate issued by the Malta Financial Services Authority (MFSA)

#### **Key Expert 3 for the three (3) Lots - Senior Insurance Manager**

The tenderer is to propose one (1) Senior Insurance Manager, the experts proposed should have the following Qualifications and Experience:



## **Qualifications**

Professional Qualification in Insurance (ACII) where applicable holder of a practising certificate issued by the Malta Financial Services Authority (MFSA)

### **General Note:**

*Public officers and employees of government agencies and government entities of the beneficiary country, cannot be recruited as experts.*

Manager with the following minimum qualifications, membership/affiliation and experience:

**Qualifications:** Professional Qualification in Insurance (ACII) or equivalent and holder of a practising certificate issued by the Malta Financial Services Authority (MFSA) with at least MQF Level 5 or higher.

**Membership/Affiliation:** Membership/affiliation of a locally recognised Insurance Association.

□ **INSURANCE EXECUTIVE:** One (1) Insurance Executive. Professional qualification in insurance, minimum a Diploma of the Chartered Institute Insurance (ACII) (MQF 4) is required.

Public employees may be recruited as experts as long as it is ascertained through the attached self-declaration; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 497 of the Laws of Malta (First Schedule Code of Ethics Article 5). This self-declaration is to be endorsed by all Key Experts (who are also Public Employees).<sup>(Note 2)</sup> The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff, signed Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) forms during the evaluation stage.

The Contractor is to be represented by one (1) Senior Insurance Manager and one (1) Insurance Executive with the following minimum qualifications, membership/affiliation and experience:

### **Senior Insurance Managers:**

- **Qualifications:** Professional Qualification in Insurance and at least one of the proposed Key Expert must possess as a minimum an Associate of the Chartered Insurance Institute London, England, (MQF 5 or higher) or equivalent or where applicable holder of a practising certificate issued by the Malta Financial Services Authority (MFSA).
- **Membership/Affiliation:** Membership/affiliation of a locally recognised Insurance Association.

### **Insurance Executives:**

- Professional qualification in Insurance, minimum a Diploma of the Chartered Institute Insurance (ACII) (MQF 4)

The Contractor shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology. For the purposes of this contract, international experts are considered to be those whose permanent residence is outside the beneficiary country while local experts are considered to be those whose permanent residence is in the beneficiary country.

The Contractor should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams, All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Contractor 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.

#### **6.1.1 Other Experts**

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not be included in tenders.

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology <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 Consultant 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**

The Service provider is responsible for the provision of adequate support staff and backstopping operations to ensure optimum implementation of the contract and respective provision of services. This should also include the respective claims' handling structure.

### **6.2 – Accommodation**

Not applicable

### **6.3 - Facilities to be provided by the Contractor**

The Contractor 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 to implement the contract.

If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in contract implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

### **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

With reference to the Special Conditions, the Contractor shall prepare and submit the following reports as and whenever necessary in terms of the efficient provision of the service or whenever so requested by the Contracting Authority:

- a) **Inception Report** within four (4) weeks of signing of the Contract - the Contractor shall meet with the Contracting Authority's representatives which shall give the Contractor access to the full insurance policy documents currently held by the Contracting Authority. The Contractor shall analyse the sufficiency and adequacy of the current insurance policies for the Contracting Authority's requirements. In his/her Inception Report, the Contractor shall report on his/her findings and make recommendations as necessary.
- b) **Policy Digest Report** - with the exception of the Contract commencement period, at least eight (8) weeks prior to the stipulated date of renewal of each particular insurance policy, the Contractor shall submit to the Contracting Authority a report detailing the market research undertaken.
- c) **An annually updated claims history report for each particular insurance policy.** The Contractor shall ensure to maintain an updated claims history in respect of each insurance policy which shall be updated accordingly and submitted to the Contracting Authority annually, or upon request by the Contracting Authority, unless otherwise agreed in writing.
- d) **Individual claim status report** at quarterly intervals (every three months) from the date of inception of the claim until a "Claims closure report" is issued. The Contractor shall, in respect of each and every claim made by or against the Contracting Authority, immediately provide the Contracting Authority with the summary details of the claim, his preliminary analysis and the way forward. If the claim handling process is in excess of two (2) months, the Contractor shall submit interim reports detailing the action taken in the interim period and the status, concerns and anticipated results. The Contractor shall await the Contracting Authority's written approval of the recommended claim resolution prior to any commitment or any action being taken.
- e) Claims closure report for individual claims as soon as the claim is resolved summarizing the nature of the claim, the communications undertaken and the resolution reached.
- f) Ad-hoc reports in insurance related matters as shall be requested by the Contracting Authority from time to time.

### 7.2 - Submission & Approval of Progress Reports

The reports referred to above may be submitted in digital copy to Transport Malta and to any other representative of the Contracting Authority as shall be notified by the Contracting Authority during the execution of the contract. Hard copies of specific reports signed by the Contractor's

authorised representative shall be submitted to the Contracting Authority only if so specifically instructed by Transport Malta or its authorized representative. Should hard copies of specific reports be requested by the Contracting Authority, the same reports are to be submitted in duplicate in an adequately bound format. The progress reports must be written in English. Reports requiring the approval of the Contractor's recommendations and actions shall be approved by Transport Malta and shall be communicated in writing either by Transport Malta or its authorized representative.

## **8. Monitoring and Evaluation**

### **8.1 - Definition of Indicators**

Transport Malta reserves the right to undertake a thorough performance review of the service provided by the Contractor every twelve (12) months from the Commencement Date. The Contracting Authority reserves the right to appoint independent experts including but not limited to auditors, to undertake this performance review. Termination shall only apply in the case of unsatisfactory performance by the Contractor and/or other provisions laid out in the Special/General Conditions of Contract.

### **8.2 - Special Requirements**

As appropriate.

## **SECTION 4 – SUPPLEMENTARY DOCUMENTATION**

### ***4.1 - Draft Contract Form***

### ***4.2 - Glossary***

### ***4.3 - Specimen Performance Guarantee***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***4.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 4), for Supplies Contracts (Version 4) and for Services Contracts (Version 4) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://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***

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](http://www.etenders.gov.mt)).