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**Request for Participation (Negotiated)**  
**for the Hiring, Supply and Installation of Temporary Support Structures**  
**at Mt. Carmel Hospital**

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The Central Procurement and Supplies Unit within the Ministry for Health wishes to identify economic operators interested to supply on a hire-basis, including the installation of Temporary Support Structures at Mt. Carmel Hospital.

## **1.0 Purpose and Scope of this Request for Participation**

### **1.1 Background**

Mt. Carmel Hospital consists of a number of buildings within the original section of the hospital built around the mid-19th Century and additional buildings and extensions progressively incremented in the past 150 years. An independent structural engineering visual survey of the concrete/steel ceilings has provided an indication that the existing steel/concrete slab soffits are in urgent need of structural support and potentially at risk of collapse. In addition a survey of the condition of timber beams has reported areas of the hospital where the beams are severely decayed or void and similarly in imminent danger of collapse requiring support systems.

The urgent need is to protect all areas of Mt. Carmel Hospital in which Patients, Staff or Visitors are exposed to the risk of injury due to the potential collapse of structures by installing appropriate temporary propping systems for existing steel, concrete and wooden beam roofs to make safe.

The areas throughout Mt. Carmel Hospital where structural support systems and/or inclusive of scaffolding are identified in the following reports.

- **Temporary Making Safe of Concrete Ceilings Mount Carmel Hospital**  
*Cornerstone Architects and Civil Engineers Report 12-Feb-2019 - Block 7, (FW3 & Half Way House); Block 10 (Male Ward 3A and Male Ward 3B)*
- **Temporary Making Safe of Wooden Beams Mount Carmel Hospital**  
*Cornerstone Architects and Civil Engineers Report 11-Jan-2019.- Locker room Male Ward 7, Office in Consultants Corridor, Kitchenette in Psychiatric Museum Corridor, Board Room in Psychiatric Museum Corridor, Bathroom, HR*

The reports include recommendations and work method statements for areas where the installation of temporary support structures are necessary. The reports are instructions/guidance for eligible participants who will be supervised by Cornerstone Architects and Civil Engineering specialists during installation.

The temporary support structures are to make safe

- Dangerous unsafe roof and building structures (concrete slabs, wooden and steel beamed roofs) in imminent danger of collapse.
- Immediate measures required to protect patients in wards, staff and visitors throughout a significant part of the operational areas of the hospital.
- Elimination of the risk of physical injury to vulnerable patients.

## 1.2 Objectives

The Objectives are to ensure the immediate and ongoing safety of buildings and to protect patients, staff and visitors from unsafe building and roofs structures.

Through this Request for Participation the Ministry for Health intends to identify and enter into an agreement with eligible Economic Operators that are able to provide the cheapest-price rates for installation hire/rental and eventual dismantling of temporary emergency structures to support existing steel, or concrete or timber beam roofs throughout parts of Mt. Carmel Hospital.

The Central Procurement and Supplies Unit within the Ministry for Health wishes to identify economic operators interested in supplying the following services at the rates stated in the tables below:

	Item	Rate per cu.m excl. VAT	Rate per cu.m per day excl. VAT
1	Installation & Dismantling unit rate for 6-month period of temporary support structures inclusive of scaffolding only	<b>€24.5</b>	
2	Installation & Dismantling unit rate for 6-month period of temporary support structures inclusive of timber platforms holders and U heads	<b>€33.5</b>	
3	Rental value charge beyond 6 months period for item 1		<b>€0.20</b>

Table 1

4	Normal commercial rate for the hire of crane if required to lift materials beyond the ground floor		
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Table 2

	rate for the hire of the first 3 hours (Inc. operator)	rate of hire per hour after the first 3 hours
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HIRING OF 7 TON CRANE	€120	€35
HIRING OF 10 TON CRANE	€120	€35
HIRING OF 12 TON CRANE	120	€35
HIRING OF 18 TON CRANE	€150	€38
HIRING OF 25 TON CRANE	€165	€42
HIRING OF 35 TON CRANE	€165	€43
HIRING OF 45 TON CRANE	€180	€45
HIRING OF 55 TON CRANE	€180	€50
HIRING OF 60 TON CRANE	€180	€60
HIRING OF TRUCK CRANE (specify loading capacity)	€120	€25
HIRING OF PLATFORM LOADER (specify loading capacity)	€135	€40
HIRING OF TRUCK LOADER (specify loading capacity)	€105	€30

A multiple number of Economic Operators will be awarded the contract to participate to install these safety measures.

Interested Economic Operators must be willing to provide the service for a period of up to FIVE (5) years. Ministry of Health will award contracts to the eligible bidders submitting offers that meet the prices as stated in table 1 above.

Payment will be made once the safety measures are installed. Prices will be capped at a maximum value of €144,000.00 Excl. VAT for each contractor.

## 2.0 Eligibility

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The Economic Operator shall be duly adhering to BS EN 12811-1:2003 a European Standard that specifies performance requirements and methods of structural and general design for access and working scaffolds. This European Standard includes rules for structural design, which are of particular relevance to scaffolds made of certain materials. It is to be used in conjunction with the Eurocodes for structural design. This standard also specifies structural design rules when certain materials are used and general rules for prefabricated equipment. In order to be eligible, the Economic Operators must be duly licensed to carry out the works being requested in this call.

### 2.1 Award Criteria

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Contract for the works will be awarded to all the Economic Operator/s submitting the offer in accordance with the fee rates stated above (Table 1 and Table 2).

## 2.2 Payment

Payment by the Department of Health will only be undertaken after the installation of the support measures have been completed.

## 2.3 Special Conditions

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

### Article 2: Law and language of the Contract

- 2.1 The Laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### Article 3: Order of Precedence of Contract Documents

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

Addenda have the order of precedence of the document they are modifying.

### Article 4: Communications

- 4.1 The contact details of the Contracting Authority are as follows:  
Central Procurement and Supplies Unit  
UB002, Industrial Estate  
San Gwann, SGN3000  
Malta

### Article 5: Supervisor and Supervisor's Representative

As per General Conditions

#### Article 8: Supply of Documents

- 8.4 The following reports shall be made available to the contractor:
- Temporary making safe of Concrete and Steel Beams Report
  - Temporary Making safe of Wooden Beams Report

#### Article 10: Assistance with Local Regulations

- 10.3 The Contractor is solely responsible to obtain all permits, licenses and authorizations as may be necessary for the Contractor to obtain in order for it to properly perform its obligations pursuant to the Contract.

#### Article 11: The Contractor's Obligations

All structural scaffolding has to be certified by a competent person i.e. engineer or architect, prior of commencement of works.

The scaffolding must be tagged and with all safety signs attached as required.

All scaffolding must be assembled and dismantled by workers who must have received appropriate specific training and certified by a competent person ie. Perit or engineer, as stated in L.N. 293 of 2016, paragraph 5.12: Specific provisions regarding the use of scaffolding up to paragraph 5.18.

#### Article 13: Performance Guarantee

- 13.1 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 copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT

The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.

13.2 Not Applicable

- 13.9 Performance Guarantee shall be released upon the issue of the Provisional Acceptance Certificate.

#### Article 14: Insurance

- 14.1 The contractor shall take out insurance covers in his own name and including subcontractors and the Contracting Authority against any loss or damage for which he is

liable under the contract. Insurance cover is to be endorsed by means of a cross liability clause. Such insurance shall cover:

- a) Cover liability for injuries and damages to third parties and third-party property for an amount of not less than €500,000 in respect of each occurrence and €2,500,000 in the aggregate arising out of the works as agreed by this tender including liability throughout the duration that the contractor delivers the equipment on site, during the erection and dismantling of the temporary structures till site is cleared from equipment provided by the contractor. For the sake of good order, insurance shall also cover the contractor's liability (including additional insureds indicated above) throughout the duration that the structure/support is assembled and during execution of the structural/construction works.
- b) Cover is to extend to cover the contractor's legal liability towards workmen on site (not employed by the contractor) this should include but is not limited to workmen executing inspections such as architects, engineers on site as well as workmen employed by the Contracting Authority as well as workmen executing construction works.
- c) Liability arising out of products supplied by the contractor for an amount not less than €500,000 per occurrence and €2,350,000 in the aggregate.
- d) Cover liability for injuries and damages sustained by any persons employed by the contractor, arising out of their employment including commuting to and from the place of work. The limit under this policy should not be less than €2,350,000 any one occurrence and €4,700,000 in the aggregate.

- 14.2 The contractor shall take out an insurance to cover loss or damage to the Contractor's equipment brought onto site by the Contractor, for a sum sufficient to provide their replacement.

Notwithstanding the Contractor's obligations under Article 14, the Contractor shall bear the sole liability for, and indemnify the Central Government Authority, the Contracting Authority and the Supervisor, against any claims by third parties for damage to the property or personal injuries arising from the execution of the works by the Contractor, his subcontractors and employee/s and/or arising out of the products supplied by the Contractor or his subcontractors.

#### Article 15: Performance Programme (Timetable)

Not Applicable

#### Article 17: Contractor's Drawings/Diagrams

Not Applicable

#### Article 18: Tender Prices

Not Applicable

#### Article 20: Safety on Site

- 20.2 Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.

- 20.3 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures, and shall inform all on site as well as the Project Supervisor regarding any potential risks.

**Article 22: Interference With Traffic**

Not Applicable

**Article 25: Demolished Materials**

- 25.1 Ownership of materials and articles to be specified here if necessary
- 25.2 Specify if demolition materials become the property of the Contracting Authority
- 25.4 Specify who is to remove demolition materials if not the Contractor

**Article 26: Discoveries**

- 26.2 Not Applicable

**Article 28: Soil Studies**

- 28.1 Not Applicable

**Article 30: Patents and Licences**

- 30.1 Not applicable

**Article 31: Commencement Date**

- 31.1 The date on which performance of the contract is to commence is the date of the last signature of the contract

**Article 32: Period of Execution of Tasks**

- 32.1 Execution of tasks varies between a minimum hire period of six (6) months up to a maximum period of five (5) years

**Article 34: Delays in Execution**

Not Applicable

**Article 35: Modification to the Contract**

- 35.8 Not applicable

35.9 Not Applicable

**Article 37: Work Register**

37.1 The work register as described in the General Conditions shall be kept by the Contractor and verified by the supervisor

37.2 Not Applicable

37.3 Not applicable

**Article 39: Quality of Works and Materials**

39.2 Preliminary Technical Acceptance of the pre-fabricated equipment shall be carried out following the submittal of appropriate documentation by the Contractor to the Supervisor

**Article 40: Inspection and Testing**

40.2 As per General Conditions

**Article 42: Ownership of Plants and Materials**

42.2 The Contractor shall retain ownership of all equipment, temporary structures, plant and materials installed by the Contractor on the site.

**Article 43: Payments: General Principles-**

43.1 Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.

Payment will be made once the emergency safety measures are installed and certified by the supervisor

Thereafter payments will be made on a monthly basis for the monthly rental hire charges

Final payment will be made once the emergency safety measures have been dismantled, the site cleared and approved by the supervisor

43.3 As per General Conditions.

**Article 44: Pre-financing**

44.2 Pre financing is not possible



**Article 45: Retention Monies**

- 45.1 Not Applicable.

**Article 47: Measurement**

- 47.2 Not Applicable

**Article 50: Delayed Payments**

- 50.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence if any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 50.2 Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:
- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;
- on the first day of the month in which the deadline expired, plus two percentage points (2%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

**Article 53: End Date**

- 53.1 Article 53 of the General Conditions is not applicable.

**Article 57: Provisional Acceptance**

A Provisional Acceptance Certificate shall be issued at the end of the contract period.

## 3.0 Extracts from the Public Procurement Regulations

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### *Part IX of the Public Procurement Regulations*

Appeals from decisions taken after the closing date for the submissions of an offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## 4.1 Documents required to be submitted for Participation

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### Interested Economic Operators are to submit a technical proposal and financial offer

The **technical proposal** should include proof that the economic operator is duly licensed and certified to carry out the works in line with the applicable regulations and standards.

A declaration that the economic operator is accepting to provide the required works, and at the rates, listed in Table 1 and Table 2 in Section 1.4 of this procurement document.

### Instructions to Interested parties

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#### Clarification Meeting/Site Visit:

A clarification meeting/Site visit will be held on **Tuesday, 9<sup>th</sup> April 2019 at 14:00hrs**, at Mt. Carmel Hospital (Meeting Point will be at the Mt. Carmel Main Reception) to answer any questions on the published document which have been forwarded in writing or raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the CPSU website as a clarification note. Such preliminary visits should ensure that there will be no operational hindrances, such as, but not limited to, access, throughout the duration of the contract.

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

#### Clarification Period:

Economic Operators may submit any clarifications or request additional information from the Contracting Authority by not later than **16th April 2019 at 12.00pm**. Any requests for clarifications are to be submitted by email on [negotiation.cpsu@gov.mt](mailto:negotiation.cpsu@gov.mt)

The last date on which additional information can be issued by the Contracting Authority is **18th April 2019 at 12.00pm**. Any clarifications and additional information will be uploaded on the CPSU website in the section 'Request for Negotiation Procedure'.

Clarification notes will constitute an integral part of the original published procurement documentation, and it is the responsibility of the Economic Operators to visit the website and be aware of the latest information published online prior to submitting their Request for Participation.

### **Submission of Request to Participate:**

Requests to participate are to be submitted through [negotiation.cpsu@gov.mt](mailto:negotiation.cpsu@gov.mt) **by not later than 10.00 hrs on Thursday 25th April, 2019** and shall, **at least** include the following information:

- Full name of Service Provider;
- Address of Service Provider;
- Full name of contact person;
- Contact Telephone Number / Mobile Number & Fax Number;
- E-mail Address;
- VAT number.
- All the information, technical documentation and Certification requested in the previous section of this call.

Submissions must be provided in Word, Excel, pdf or jpg formats. No links are to be provided for Technical Specifications. These should be attached with the offer. Other formats will NOT be considered.

Please note that ALL submissions/documentation must include the Reference number. In cases, where this information is not included, the Contracting Authority reserves the right NOT to consider the offer.

Offers submitted that do not conform to specifications and conditions will not be considered.

Please note that it is entirely the Economic Operator's responsibility to ascertain that the submission is received BEFORE the deadline for submission of Request for Participation.

All Requests for Participation should be sent **only** by email on [negotiation.cpsu@gov.mt](mailto:negotiation.cpsu@gov.mt) **by 10.00 am on Thursday, 25th April, 2019** clearly indicating the reference number of this call in the subject of the email.

**ANY SUBMISSIONS AFTER THIS DATE AND TIME WILL BE AUTOMATICALLY REJECTED.**