



Ref Number: TM 047/2020

# TENDER FOR THE SERVICES OF A COMPETENT HEALTH AND SAFETY OFFICER FOR VARIOUS TRANSPORT MALTA SITES

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Date Published: 25<sup>th</sup> January 2021

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Deadline for Submission: 24<sup>th</sup> February 2021

at 09:30am  
CET/CEST

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Tender Opening: 24<sup>th</sup> February 2021


at 10:00am  
CET/CEST

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This project is being financed through local budget funds.

## 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.

Important: No Bid Bond is applicable.

## AUTHORITY FOR TRANSPORT IN MALTA

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 The subject of this tender is FOR THE PROVISION OF SERVICES OF A COMPETENT HEALTH AND SAFETY OFFICER FOR VARIOUS TRANSPORT MALTA SITES.
- 1.2 The place of acceptance of the services shall be any site indicated by Transport Malta in Malta and Gozo, the time-limits for the execution of the contract shall be of twenty four (24) months or until the contracted price is reached, whichever occurs first, and the INCOTERM<sup>2020</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 €95,800.00 excluding VAT.

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

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

### 2. Timetable

The timetable is as follows and as per the dates set through the CfT workspace on the ePPS.

	DATE	TIME*
Clarification Meeting/Site Visit	n/a	n/a
Deadline for request for any additional information from the Contracting Authority.  Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a>	11 <sup>th</sup> February 2021	0930hrs
Last date on which additional information can be issued by the Contracting Authority	20 <sup>th</sup> February 2021	0930hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24 <sup>th</sup> February 2021	0930hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24 <sup>th</sup> February 2021	1000hrs

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

### 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

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

- 4.1 No clarification meeting/site visit is planned.

## **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. Power of Attorney
- ii. Joint Venture
- iii. Details of Bidder

If applicable, the necessary forms - such as the Power of Attorney, are to be uploaded through the tender response format by the Economic Operator, as indicated in the relevant fields of the tender structure.

**(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 any 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)

### **Subcontracting Proportion**

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>

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding subcontracting is left empty, it will be assumed that no subcontracting will take place (0% subcontracting).

### **(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>

The bidder can propose one or more Health and safety officers, as long as they satisfy the requirements listed in the technical specifications, Item 6.1.1.

- (ii) **Tenderer's Technical Offer (Organisation and Methodology)** <sup>(Note 3)</sup>
- (iii) **Literature** Not Applicable. <sup>(Note 2)</sup>
- (iv) **Samples** Not applicable.

#### **(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. <sup>(Note 3)</sup>
- (ii) A filled-in **Bill of Quantities** (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 financial bid forms constituted of a Bill of Quantities (BoQ), or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / 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 Without prejudice and in addition to the requirements of Clause 2 of the General Conditions, the Contracting Authority's representative may issue communications by electronic mail and may issue communications on site to the Contractor's representative and if necessary this may also be done orally, but in any case it is to be endorsed in writing as soon as is reasonably possible. The Contractor's Representative shall answer all communication received from the Contracting Authority within two (2) working days or within the time-frame that may be specified by the Contracting Authority.

All written communication relating to this contract should be addressed to:

Maintenance Department  
Malta Transport Centre  
Pantar Road  
Lija  
LJA2021

or any other official address that may be communicated by the Contracting Authority to the Contractor as applicable.

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### 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.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15 The Performance Guarantee shall be released within 30 days from the signing and issue of the Final Completion Certificate by the Contracting Authority as per article 24.7.

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

- 13.2 Further to the provisions of the General Conditions, [specify any specific insurance requirements, including indemnity requirements, and maximum amounts For example, where applicable one may include the condition that 'The Contracting Authority will not affect any payments to the Contractor until the Insurance documents required have been submitted.].

- 13.3 As per General Conditions.

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

- 14.3 Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it deems fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

### **Article 15: Scope of the Services**

- 15.1 The scope of the services is defined in Section 3 (Specifications/Terms of Reference).

### **Article 16: Personnel and Equipment**

- 16.4 As per General Conditions.

### **Article 18: Execution of the Contract**

- 18.1 Performance of the contract shall commence on the date of Letter of acceptance issued by the Authority.
- 18.2 Execution of the contract shall be 24 months or when the contracted price is reached, whichever occurs first.



### Article 19: Delays in Execution

- 19.2 The daily rate for liquidated damages for every day of delay or part thereof, shall be €100 exc VAT per calendar day.  
The maximum amount of damages shall not exceed 20% of the contract value, pursuant to which the Contracting Authority shall also have the right to invoke the clauses relating to the termination of the contract and subsequent penalties.
- Moreover, the Contracting Authority reserves the right to engage other Contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor.
- Should the delays be due to reasons beyond the control of the contractor, then in this case the Contractor will not be liable to pay the daily penalties indicated above and the period of the contract will be extended by the length of the delays at no additional cost to the Contracting Authority.

### Article 20: Modification of the Contract

- 20.2 As per General Conditions.
- 20.5 *In the case of repetition of services, which is not included in the tender value, the consultant may be given a variation of 20% above the total contract value*

### Article 24: Interim and Final Progress Reports

- 24.1 Not applicable.

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

- 26.1 This is a fee-based contract.  
Payments will be made per in monthly payments on presentation of a tax invoice covering all the rendered services of the previous month.
- 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

Not Applicable.

30.1 *As per General Conditions.*

**Article 32: Breach of Contract**

32.5 Not Applicable



## SECTION 3 - SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta and Gozo

#### 1.2 - Central Government Authority

Department of Contracts  
Notre Dame Ravelin  
Floriana FRN1600  
Malta

#### 1.3 - Contracting Authority

Transport Malta,  
Malta Transport Centre,  
Pantar Road  
Lija  
LJA2021

#### 1.4 - Relevant Country Background

The country of Malta is an archipelago formed by three main islands, Malta, Gozo and Comino situated at the centre of the Mediterranean Sea, with a total area of 316 square kilometres. The population density of Malta is more than 1500 inhabitants per square kilometre. The population of the two main islands (Malta and Gozo) is estimated to be slightly over 400,000, but the country receives around 1.17 million tourists a year, mainly originating from Europe.

The climate of Malta is relatively moderate with short wet winters and long dry hot summers (Malta's average annual rainfall being around 550mm).

### 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 as follows:

- The provision of Health and Safety services to various sites and projects embarked by Transport Malta in Malta and Gozo.

#### 2.2 - Specific Objectives

The objectives of this contract which are not necessarily those of the various projects are as per the execution of jobs listed in Clause 4.2 - Specific Activities of these Terms of Reference.

#### 2.3 - Results to be achieved by the Consultant

The Contractor is to provide the Contracting Authority with detailed reports and suggestions together with advice regarding Health and Safety issues arising from time to time to ensure a safe and healthy working environment for all the employees, contractors and third parties.

### 3. Assumptions and Risks

#### 3.1 - Assumptions Underlying the Project Intervention

The project sites may be situated anywhere in Malta, Gozo and Comino.

#### 3.2 - Risks

Transport Malta reserves the right to include under this contract Projects, Departments and other Entities which presently do not fall part of the Transport Authority. The same conditions contracted, and same rates shall apply.

### 4. Scope of the Work

#### 4.1 - General

##### 4.1.1 Project Description

The provision of Health and Safety Services for Transport Malta in accordance with Chapter 424 of the Laws of Malta, Legal Notice 281/2004, and related subsidiary legislation. The consultant shall perform services of a Health and Safety supervisor in accordance with the responsibilities arising from LN 281/2004 and subsequent amendments and any other legislation/regulation that might come into force during the execution of the Contract. These services shall apply both to design stage and construction stage of a particular project.

##### 4.1.2 Geographical Area to be covered

Various towns and villages around Malta and Gozo.

##### 4.1.3 Target Groups

Not Applicable

#### 4.2 - Specific Activities

- A. Advise TM engineers on Health and Safety issues at design stage and prepare design stage Health and Safety plans
- B. Review of contractors' risk assessments and health and safety documentation
- C. Prepare execution stage health and safety plans
- D. Issue instructions for mitigation and corrective actions and follow up
- E. Prepare and send OHSa Notification Forms on behalf of Transport Malta
- F. Hold meetings with the Occupational Health and Safety Authority as required
- G. Carry out risk assessments as and when required
- H. Implement programme to reduce risks and comply with health and safety legislations.
- I. Call and attend meetings with Contracting Authority, contractors and others
- J. Carry out regular site visit which should be followed by a detailed site visit report;
- K. Drafting of Health and Safety policies and procedures
- L. Conducting regular Health and Safety Audits to assess and monitor progress
- M. Be available on a twenty-four hours a day, seven days a week basis when needed
- N. Investigate and report on incidents / accidents and prepare plans to avoid re-occurrence
- O. Represent the Authority in courts and other Legal Institutions on Health and Safety issues.
- P. Prepare detailed reports and suggestions together with advice regarding Health and Safety issues arising from time to time
- Q. The upkeep of a safe and healthy working environment for all the employees on site

- R. Monitor the compliance with relevant occupational health and safety legislation and to advice in avoiding any enforcement action.
  - S. Train workers on matters of occupational health and safety
  - T. Other health and safety related duties as and when required by the Authority
- Such activities are to be carried out directly by the key expert/s approved by the Contracting Authority.

### 4.3 - Project Management

#### 4.3.1 *Responsible Body*

Transport Malta.

#### 4.3.2 *Management Structure*

Management of the contract shall be done by Transport Malta.

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

No Facilities shall be provided by the Contracting Authority

## 5. Logistics and Timing

### 5.1 - Location

Various towns and villages around Malta and Gozo (including Comino).

### 5.2 - Commencement Date & Period of Execution

As per Article 18 of the Special Conditions and General Conditions of contract.

## 6. Requirements

### 6.1 - Personnel and Key Experts

#### 6.1.1 *Key Expert: Health and Safety Officer* (Note 2a)

##### *Requirements:*

- The Health and Safety officer must possess in minimum a Diploma in Health & Safety.
- The health and safety officer must be registered with the Occupational Health & Safety Authority of Malta or the equivalent authority/institution in any other Member State.
- H&S officer must hold a qualification in the administration of First Aid.
- H&S officer must have good verbal and written communication skills, ability to monitor and liaise with Contractors and must be proficient in spoken and written English (ordinary level or equivalent or higher).

#### 6.1.2 *Support Staff and Backstopping*

The Health and Safety Official shall provide support staff and backstopping facilities required for the implementation of the projects entrusted to them by the Contracting Authority

## 6.2 – Accommodation

Ferry/boat transport costs to Gozo and Comino shall be reimbursed subject to the provision of corresponding ferry tickets or transport provider receipts to the Contracting Authority.

## 6.3 - Facilities to be provided by the Consultant

The Health and Safety official 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 manner.

The Health and Safety officer shall provide his/her own Personnel Protective Equipment for his/her own use.

## 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

Interim safety progress reports must be prepared every three months during the period of execution of the contract. Interim progress reports shall contain a summary of billed activities and hours in relation to payment claims.

There must be a final progress report and final invoice at the end of the period of execution. The draft of the final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that these interim and final progress reports are as required in Section 4.2 of these Terms of Reference.

Reports related to activities listed in section 4.2 of these Terms of Reference.

### 7.2 - Submission & Approval of Progress Reports

A copy of the progress reports as referred in article 7.1 must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager may comment or require justified revisions to the reports submitted. Upon review and approval, the Project Manager shall endorse the progress reports.

## 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 4.1), for Supplies Contracts (Version 4.1) and for Services Contracts (Version 4.1) 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.

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

### ***4.5 - 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)).