



REFERENCE NUMBER: MGOZ EOI 01/2023

# EXPRESSION OF INTEREST FOR MEDICAL PRACTITIONER/S TO SERVE IN GOZO AS MAY BE DIRECTED BY THE MINISTRY FOR GOZO

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Date Published:

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Tender Opening: 20<sup>th</sup> October 2023 at 10:0am CEST

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The Ministry for Gozo notifies that sealed Expression of Interest will be received by not later than 10:00am of Friday 20<sup>th</sup> October 2023.

Expression of Interests are to be submitted at the Tender Box:

Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, VCT 1335  
Gozo

**Ministry for Gozo -Procurement Unit**

St. Francis Square, Victoria, Gozo VCT 1335  
Tel: (356) 22156202 Email: quotations.mgoz@gov.mt

# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 The subject of this expression of interest is to seek interested bidders to submit their interest from amongst the Medical Practitioners for the Provision of medical services to serve in Gozo as may be directed by the Ministry For Gozo.
- 1.2 The place of acceptance of the services shall be in Elderly homes and Day centres in Gozo, as and where directed by the Contracting Authority or its representative. Medical Practitioners are expected to provide service for a period of two (2) years from order to start providing services at the Ministry for Gozo. The Contracting Authority reserves the right to renew this arrangement by a further two (2) periods of up to three (3) months each according to the exigencies of the Contracting Authority.
- 1.3 Services will be paid at the following fixed rate, which rates are inclusive of taxes:

Services	Price per Patient/€
Physical examination	15.00
Prescription/referral/medication review	5.00/item
Other reviews/assessments	10.00
Patient education session	15.00
Documentation	5.00
Charge for Night Services	20.00 per patient for each visit

- 1.4 The Contracting Authority for this tender is the Services Gozo Directorate.

## 2. Timetable

	DATE	TIME
Deadline for request for any additional information from the Contracting Authority.  Clarifications by registered users to be sent on: <a href="mailto:quotations.mgoz@gov.mt">quotations.mgoz@gov.mt</a>	11 <sup>th</sup> October 2023	Noon
Last date on which additional information can be issued by the Contracting Authority	16 <sup>th</sup> October 2023	Noon
Expression of interest - Opening Session	20 <sup>th</sup> October 2023	10:00 am

\* All times Central European Summer Time (CEST).

## 3. Lots

- 3.1 This Expression of Interest is not divided into lots, and bidders are expected to render the services in their entirety as provided in the terms of reference on this document

## **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**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering by filling in and signing the attached Declaration Form (at the end of this document).
- (iii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators by filling in and signing the attached Declaration Form (at the end of this document).
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by filling in and signing the attached Statement on Conditions of Employment Form (at the end of this document).
- (v) Power of Attorney (if applicable). <sup>(Note 2)</sup>

### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted by filling in and signing the respective at the end of this document. <sup>(Note 2)</sup>**

- (i) Declaration concerning exclusion grounds including blacklisting.
- (ii) Declaration concerning Selection Criteria (If applicable)  
  
Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the Selection Criteria Declaration Form in Question Reference number 10 under the Technical and Professional Ability Section. <sup>(Note 2)</sup>

### **(C) Technical Specifications**

- (i) Bidder's Declaration(s) (Technical Offer) in response to specifications that the bidder will comply with all terms and conditions of the Expression of Interest. <sup>(Note 3)</sup>
- (ii) 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>

A list of Key experts, as per Key Experts Form to be duly filled in and submitted as part of the documentation (form at end of document). <sup>(Note 2)</sup>

Any Key Expert who still needs to obtain authorisation to practice profession in Malta can be proposed subject that a duly filled-in Professionals Declaration Form (Form available with the Key Experts Form) is submitted at tendering stage and authorisation made available by the stipulated deadline.

Key Experts - Medical Practitioner - as listed in Section 3 - Terms of Reference of this expression of interest.

Further to the Key Experts Form, CVs outlining the qualifications being mentioned above and copies of qualifications/warrants/licences claimed, signed Statement of Availability, signed Professionals Declaration form (if applicable) and signed Self-Declaration (relating to public employees) of the proposed key experts are to be submitted with the bidder's Technical Offer.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. Public employees may be recruited as experts as long as it is ascertained through the self-declaration form that they do not fall in any of the provisions laid down in the Public Administration act - Chapter 595 of the Laws of Malta -First Schedule, Code of Ethics, Article 5. This self-declaration form must be endorsed by all Key Experts/Personnel who is employed with the Public Administration. <sup>(Note 2)</sup>

Copy of warrants and/or qualifications and/or certificates of proposed key experts are to be submitted in all cases.

The Curriculum Vitae outlining the qualifications being mentioned above and copies of the Qualifications/Licenses or warrants applicable must also be submitted with the offer, which should also include signed Statement of Availability, signed Professionals Declaration form (if applicable) and signed Public Employees declaration form (to be completed by each individual Key Expert/Personnel who is employed with the Public Administration). These should be submitted with the bidder's Technical Offer.

#### **(D) Financial Offer**

- (i) Not 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. Tenderers will be requested to clarify the submitted information within five (5) working days from notification.*

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 Contracting Authority will award the contract to a number of medical practitioners to cater for the number of hours of service required by the Ministry for Gozo as mentioned in the Terms of Reference. The Contracting Authority reserves the right to award the contract in part or in full according to the exigencies of the Ministry for Gozo.

## **7. Submission of Expression of Interest**

- 7.1 The Expression of Interest must comprise the following duly completed documents, inserted in a single, sealed envelope:
- (i) Bidders' Details
  - (ii) CV of the person performing services
  - (iii) Warrant
  - (iv) Bidders Declaration(s) (Technical Offer)
  - (v) Key Experts Forms
  - (vi) Statement on Conditions of Employment
  - (vii) Power of Attorney (if applicable)
  - (viii) Declaration concerning Exclusion Grounds
  - (ix) Selection Criteria Declaration Form (if applicable)

All submissions must be received by the date and time indicated in the timetable at Clause 2.

All packages must bear only:

- (i) the reference of the invitation to expression of interest concerned;
- (ii) the name of the bidder.

The Expression of Interest must be submitted in English and deposited in the tender box **before** the deadline. Late submissions will not be accepted. They must be hand submitted between 8:00am till 12:00p.m.[noon] until Friday 20<sup>th</sup> October 2023 at 10:00 am [excluding Saturday and Sunday] at:

**Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo**

Expression of Interest submitted by any other means will not be considered.

No liability can be accepted for late delivery of submissions. Late submissions will be rejected and will not be evaluated.

Bidders may alter or withdraw their submissions by written notification prior to the above deadline. No submissions may be altered after the deadline for submission.

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in the same manner as the explained above, and the envelope must also be marked with "alteration" or "withdrawal".

Submissions will be opened in a public session on the date and time indicated in the timetable at Clause 2 at the Procurement Unit, Ministry for Gozo, St. Francis Square, Victoria, Gozo. A 'Summary of Submissions Received' will be drawn up and affixed on the Contracts notice board at the Ministry for Gozo.

Proposals with changed [increased/discounted] in the fixed rate defined in the tender document will be automatically rejected and submission will not be taken into consideration during the analysis and evaluation of the submissions.

The Contracting Authority reserves the right to accept or reject any submission and/or to cancel the whole procedure and reject all submissions. The Contracting Authority reserves the right to initiate a new invitation for submission.

In the event of a procedure's cancellation, bidders will be notified by the Contracting Authority.

**In no circumstance will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of this call for Expression of Interest, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## 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 should be indicated afterwards.

### Article 2: Notices and Written Communications

2.4 Following award of contract, communication should be made with:

Services Gozo Directorate  
Ministry for Gozo  
St Francis Square  
Victoria Gozo

All communication must be addressed in the English language

Details of the official person to contact and an official email account will be provided to the awarded bidder upon endorsement of the contract. The Contractor shall at all times respect the Contracting Authority's preferred and/or established lines of communications.

### Article 5: Supply of Information

5.1 As per General Conditions.

### Article 6: Assistance with Local Regulations

6.1 Further to the General Conditions, the bidder shall ensure that the following requirements are met:

- medically qualified
- in possession of postgraduate qualifications related to Family Medicine eg. MRCP or equivalent
- have minimum of 2 years experience in dealing with patients in a care home setting
- received dementia-related training.

### Article 7: Obligations of the Contractor

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 not exceed 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.

7.15 The performance guarantee shall be released within 30 days from the termination of the contract including any extensions to the period of the contract.

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

- 13.3 As per General Conditions.

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

- 14.3 Not applicable.

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

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

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

- 16.4 Further to the provisions of the General Conditions, the contractor is to make sure that all the necessary personal protective equipment essential for the execution of the services are worn throughout the contract. Moreover, the contractor is bound to comply with all the provisions of the National Occupational Health and Safety legislation in effect during the Contract Period. The Services Gozo Directorate reserves the right to ask the relevant Authority to investigate the contractor in order to ascertain full compliance by the contractor.

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

- 18.1 The intended commencement date shall be within one (1) week from order to start services. The Contracting Authority reserves the right to cancel any order made and not completed within the stipulated timeframes as outlined in the Terms of Reference section 4.2: Specific Activities.

Following award of contract, the Contracting authority also reserves the right:

- Not to place any orders for the services over the period of this agreement and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.
- To cancel the contract with the successful tenderer if he/she fails to deliver the services within the agreed time scales on three (3) separate instances.
- Should the ordered services not be delivered in the agreed time scales, the Contracting authority may seek the purchase of such services from other contractors and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor.
- To cancel the contract if the services delivered fail to meet the Terms of reference and conditions on three (3) separate instances.

- 18.2 This contract will run for a period of two (2) years. The Contracting Authority reserves the right to renew a further two (2) periods of up to three (3) months each according to the exigencies of the Contracting Authority.

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

- 19.2 In case the contractor will not be able to make the necessary arrangements, the Contracting Authority, besides any claims for damages, shall apply a penalty of €12 per service not



delivered to patient. It also reserves the right to immediately outsource the service to other contractors available to render the services and any additional charges over the fixed rate will be borne by the Contractor/s.

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

- 20.2 As per General Conditions.
- 20.5 Repetition of Services will be capped at 20% of the contract value. This provision is being made to cater for any unforeseen and emergency increase in the requirements of the services for the duration of the contract.
- 20.6 Not applicable.

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

- 24.1 Not applicable.

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

- 26.1 This is a fixed fee-based contract.  
Payments will be made in Euro.
- Payments will be affected on a monthly basis according to the services rendered and subject to certification and acceptance of invoices by the Contracting Authority. Dates and quantities of services rendered to patients must be presented for verification and endorsement of the Services Gozo Director or his/her representatives, for any payment to be processed.
- 26.2 As per General Conditions.

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

- 27.2 Not applicable.
- 27.5 Not applicable.

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

As per General Conditions.

#### **Article 39: Further Additional Clauses**

- 39.1 The quantities indicated on Section 3 of the Technical Specifications are only indicative and where necessary may be increased at the same rates and conditions for the duration of this contract. Moreover, the Contracting Authority reserves the right not to order the whole quantity indicated and would not by doing so be held liable to any damages or other costs whatsoever.
- 39.2 All damages to government and third party property caused by the contractor, his representatives, or employees in the execution of works and services as envisaged by this contract document shall be borne entirely by the contractor.

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

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

### 1. OVERALL OBJECTIVE

- 1.1 The objective of this expression of interest is to serve as a medical practitioner as may be required by the Services Gozo Directorate within the Ministry for Gozo

### 2. DUTIES

- 2.1 The Medical Practitioners shall exercise in the performance of their duties, the standard of skill, care and diligence to be expected of properly qualified Medical Practitioners trained in providing the Services set out below:

- a. Physical examination of patients
- b. Prescription/referral/medication review
- c. Other review and assessments of patients
- d. Patient Education session
- e. Provision of documentation
- k. Perform any other work not mentioned above but related to care for the elderly as may be prescribed from the time according to the requirements of the Contracting Authority

- 2.2 The Medical Practitioners will be held responsible for any damages resulting from negligence or breach of the standard mentioned above.

### 3. ACCOUNTABILITY

- 3.1.1 The medical practitioners will be directly accountable to the Services Gozo Directorate within the Ministry for Gozo or any of his/her delegate.

### 4. SERVICE REQUIREMENTS

- 4.1 The Services Gozo Directorate requires medical professional services for a maximum of 25 hours per week. Usually, service is requested in morning or afternoon sessions of 6 hours each, from 8.00 till 14.00 and from 13.00 to 19.00; according to a schedule which will be provided in advance. If need be, service may be requested for shorter or longer sessions as necessary, however a session will never exceed 12 hours. Service is to be provided seven days a week including Public Holidays. In exceptional cases the medical practitioner may be asked to provide their services during the night which shall be from 7 pm till 7 am.

- 4.2 Services will be paid at the following fixed rate, which rates are inclusive of taxes:

Services	Price per Patient/€
Physical examination	15.00
Prescription/referral/medication review	5.00/item
Other reviews/assessments	10.00

Patient education session	15.00
Documentation	5.00
Charge for Night Services	20.00 per patient for each visit

4.3 Every medical practitioner should state the maximum number of hours of service he/she will be able to provide every week. This cannot exceed a maximum of 25 hours per week.

4.4 The Services Gozo Directorate reserves the right to request the service of the medical practitioners according to its own exigencies. Service can be requested from zero hours to the maximum number of hours as stated in the contract.

4.5 In case of defaulting by any practitioner i.e. if service is not provided according to allocated schedule without any reason deemed justified by Services Gozo Directorate, a penalty of €12.00 may apply for every hour missed. Penalty charges will be deducted from monies due or that will become due to the relative practitioner.

4.6 Substitution of duties between medical practitioners within the pool awarded the contract will be allowed under the following conditions:

- a. It is the responsibility of the doctor to be substituted to make the necessary arrangements and find the replacement practitioner.
- b. The Services Gozo Directorate is to be informed in writing beforehand about the arrangement by the practitioner to be substituted.
- c. Hours will be deducted from those allocated to the substituted practitioner.
- d. Payment would be made to the replacing medical practitioner. Invoice is to indicate clearly which hours have been provided in substitution.
- e. The replacing doctor would still need to provide his/her services in full according to the schedule.
- f. Any penalties which may apply as per Clause 4.6 above will be deducted from monies due or that will become due to the substituted practitioner.

## 5. CONFIDENTIALITY

5.1 The Medical Practitioners shall treat as confidential all information of whatsoever kind they come across in the course of their duties with the Ministry for Gozo. This includes all documents prepared by the Medical Practitioners as part of or in connection with the performance of their obligations under this agreement. No information may be divulged at any time to any third party other than is strictly necessary for the performance of the Medical Practitioners' obligations under this agreement, unless with the specific written consent of the Contract Authority. The processing of personal data shall be carried out in accordance with the Data Protection Act.

The selected applicant/s will be expected to take out a professional indemnity policy to the value of €250,000 prior to commencement of duties.

Applicants are requested to submit full CVs and a signed declaration confirming that the applicant does not harbour, nor will seek to foster any potential or real conflict of interest in relation to the services to be delivered.

**Bidder Details** (Note 3)

Reference number: MGOZ EOI 01/2023

EXPRESSION OF INTEREST FOR THE PROVISION OF MEDICAL PRACTITIONER/S TO SERVE IN GOZO AS MAY  
BE DIRECTED BY THE MINISTRY FOR GOZO

Company's Name:	
Contact Person's Name and Surname:	
Business Address:	
VAT Registration Number	
Telephone Number:	
Mobile Number:	
E-mail address:	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ID: \_\_\_\_\_

***Bidder's Declaration(s) (Technical Offer) (Note 3)***

**To be completed and signed by the bidder (including each partner in a consortium).**

In response to your Expression of Interest for the said services, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to Expression of Interest No MGOZ EOI 01/2023 published on the 6<sup>th</sup> October 2023. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to submitted offer not being considered any further. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 2 We offer to provide, in accordance with the terms of the EOI document and the conditions and time limits laid down, without reserve or restriction, the provision of services, as per description on the Terms of Reference.

- 3 Services will be paid at the following fixed rate, which rates are inclusive of taxes

Services	Price per Patient/€
Physical examination	15.00
Prescription/referral/medication review	5.00/item
Other reviews/assessments	10.00
Patient education session	15.00
Documentation	5.00
Charge for Night service	20.00 per patient for each visit

- 4 This submission is valid for a period of 90 days from the final date for submission.
- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this procedure if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other submission in this procedure. We recognise that our submission may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our submission.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application

may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

- 11 Our submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
- 12 We note that the Contracting Authority is not bound to proceed with this invitation to Expression of Interest and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

**DECLARATION FORM** (Note 3)

**Declaration:** (Note 3)

I declare that I have read and understood the requirements and specifications outlined in Section 2 - Special Conditions and in Section 3 - Technical Specifications of this Expression of Interest Document	<input type="checkbox"/> I/We confirm
I hereby declare that the services provided shall be in conformity and fully compliant with all requirements and specifications outlined in Section 2 - Special Conditions and Section 3 - Technical Specifications of this Expression of Interest Document.	<input type="checkbox"/> I/We confirm
Maximum number of hours of service that I can provide every week.	

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Warrant No: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_

Duly authorised to sign this

Expression of Interest on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No: \_\_\_\_\_

*(if applicable)*

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## KEY EXPERT/S FORM (Note 2)

Tenderers are to substantiate their claims, in respect to the proposed Key Expert/s, by complying with and submitting the following at tendering stage:

1. relevant up-to-date CVs;
2. duly filled-in *Professionals Declaration form*;
3. any and all, associated requirement/s listed within the *Literature List form*.

As applicable, Key Experts shall submit a filled-in *Statement of Availability* and the *Self-Declaration form* (as applicable and as per forms annexed below).

Key Expert Role (professional title)	Name and Surname	Nationality	Age	Qualification Title	MQF Level (or equivalent)	Public Employee? (choose only one option)	Authorisation to practice profession in Malta
Medical Practitioner						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Qualifications required are defined with reference to the Malta Qualifications Framework (MQF) or the European Qualifications Framework (EQF) (or equivalent) level descriptors issued through the Malta Qualifications Council (<https://ncfhe.gov.mt/en/Pages/MQF.aspx>).

It shall be the Tenderers' obligation to ascertain that the qualifications possessed by the Key Experts proposed by them are equivalent to the established MQF/EQF Level prior to tender submission. The Evaluation Committee reserves the right to request the determination of the Malta Qualifications Council (MQC) in checking the equivalency of the qualifications, which shall be final. The Malta Qualifications Recognition Information Centre (MQRIC) is the competent body within the NCFHE that recognises qualifications against the Malta Qualifications Framework (MQF) and whose portal can be accessed here <https://ncfhe.gov.mt/en/services/Pages/All%20Services/mqric.aspx>

**Key Experts whose qualifications do not meet the minimum requirements in terms of equivalency, or the equivalency of which is dubious or cannot be determined, shall be rejected.**

## STATEMENT OF AVAILABILITY (Note 2)

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TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED

PUBLICATION REF: MGOZ EOI 01/2023

I, the undersigned, hereby declare my availability in the above-mentioned tender procedure in case of award. I further declare that I am able and willing to work for the period(s) foreseen for the position, even if there are delays in the conclusion of contract beyond the validity of offers, for which my CV has been included in the event that this tender is successful.

I confirm that during the implementation stage of this contract I will not be engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this tender.

Furthermore, should this tenderer be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name and Surname of Key Expert: .....

Signature: .....

Name of Tenderer: .....

Date: .....



## **PUBLIC EMPLOYEES DECLARATION FORM** (Note 2)

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**TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT/PERSONNEL WHO IS EMPLOYED WITH THE  
PUBLIC ADMINISTRATION**

**PUBLICATION REF: MGOZ EOI 01/2023**

I, the undersigned, hereby declare that I do not have any Conflict of Interest as defined in the **Public Administration Act, Chapter 595 of the Laws of Malta - First Schedule, Code of Ethics, Article 5.**

I also declare that, I am not engaged in another project or in a position which may give rise to a possible private or personal interest sufficient to influence or appear to influence the objective exercise of my duties as public employee.

By making this declaration, I understand that as a public employee I shall avoid any financial or other interest or undertaking, which could directly or indirectly compromise the performance of my duties as public employee.

I am fully aware that the onus to disclose any possible conflict of interest lies solely on me and I shall be responsible to disclose any foreseen conflict of interest to my seniors/head of organization within one week from when the need arises as well as inform the Contractor accordingly.

In addition, as per the requirements of **Article 6.2.3.1 (Private Work) of the Public Service Management Code (PSMC)**, I also declare that the necessary approval from the respective Permanent Secretary or the Chairperson/CEO as the case may be has been sought, thus granting the undersigned permission to engage in business outside my official duties.

Furthermore, I confirm that I shall also abide by the provisions laid down in Article 21 - Ethics Clauses of the General Rules Governing Tendering.

**Name and Surname of Key Expert:** .....

**Signature:** .....

**Date:** .....

## **PROFESSIONALS DECLARATION FORM** (Note 2)

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**TO BE COMPLETED BY TENDERERS WHOSE PROPOSED KEY EXPERT/S IS/ARE NOT YET IN POSSESSION OF A FORMAL APPROVAL TO PRACTICE THE RELEVANT PROFESSION IN MALTA.**

I, the undersigned, hereby declare and commit myself to, in case of award, provide the Contracting Authority (CA) with the necessary valid documentation which attests that the proposed Key Expert/s has/have been duly authorised by the relevant official body to operate the requested and indicated profession in Malta. I also confirm that the aforementioned documentation shall be made available to the CA within one (1) month from notification of contract award (letter to successful bidder) date.

In addition to the aforesaid, if the named authorisation is not made available within the stipulated timeframe, the Key Expert/s being proposed shall be substituted without further delay (within 2 working days from notification). The alternative Key Expert proposed shall:

- i. **for CfQs carrying BPQR award criteria:** fulfil or exceed the qualifications of the one proposed at tender submission stage;
- ii. **for CfQs carrying Price/Cost award criteria:** fulfil or exceed the minimum qualifications requested in the relevant Procurement Documents.

**Name of Tenderer:** .....

**Signature:** .....

**Date:** .....

### ***Statement on Conditions of Employment***

**Bidders are to ensure that self-employed personnel are not engaged on this contract.**

**Non-compliance will invalidate the contract.**

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## ***Power of Attorney***

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 4.8) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

**Signature:** .....

*(the person or persons authorised to sign on behalf of the tenderer)*

**Date:** .....

### ***Declaration Concerning Exclusion Grounds***

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

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Signature

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Name of Company