

CPSU 3521/20
RFP 019 -6096/20

Request for Participation for the Provision of Theatre Facilities for Government referred patients [Major surgeries]

The Central Procurement and Supplies Unit within the Ministry for Health wishes to outsource **Theatre Facilities and related Services**. Services are required to start immediately at the following rates and conditions:

Theatre Facilities and related Services @ € 1,500.00 per fully functional theatre session of 4 hours each [including the services of the anesthetist/s but excluding the services of the surgeon/s] and €150 per overnight stay up to a maximum value of €1,100,000 excluding VAT (where applicable). It is estimated that 300 sessions of four (4) hours each will be outsourced per year.

The Contracting Authority reserves the right to award this contract to more than one economic operator. Quantities will be distributed equally amongst service providers available and compliant to terms and conditions noted below to render such services. **Please note that the Contracting Authority retains the right to increase or decrease the quantity allocation according to the exigencies of the Ministry for Health .**

Terms of Reference

1. Theatre Facility Services, Fees and Conditions

- 2.1 The Service Provider/s must agree to provide Functional Theatre Facilities, In-patient Services and other related Services, that is the facility of a fully equipped theatre together with the services of an anesthetist and a theatre nurse and any other human resources, other than the surgeon, equipment and facilities necessary for surgeries, which may include day case surgeries, including in-patient services as may be required¹, under the terms and conditions set forth in this Agreement. In consideration for this Service, the Ministry for Health (MFH) shall effect the payments in line with the rates stipulated below.
- 2.2 The Service Provider/s should provide all Services using only competent and professional personnel who are qualified in accordance to the duties they perform. In particular, persons performing anesthesia must be licensed and registered with the competent council, whilst theatre nurses must be certified and qualified accordingly. The Service Provider shall ensure that the persons performing anesthesia and theatre nurse services are holders of: in the case of persons providing anesthesia services; a Certificate of Completion of Specialist Training (CCST) in Anesthesia and are enrolled on the Register of Specialists according to the rules and regulations as set by the Maltese Medical Specialists Accreditation Committee. Theatre Nurses are to have the necessary qualifications and be registered with the local nursing body,

as well as experience in the subject. The Client has a right to request evidence of such certification, qualifications and experience.

2.3 The Ministry for Health may procure up to the allocated budget of €1,100,000, excl VAT [where applicable]. The contract shall be valid for a period of **two (2) years from the last date of signing of the contract renewable for a further 2 years.**

2.4 The Ministry for Health shall not be liable towards the Service Provider/s in any manner whatsoever in the event that the Ministry for Health fails to for any reason, procure within the aforementioned **two (2) years period and any** extensions to the contract as may be agreed.

2.5 The Ministry for Health shall pay the Service Provider/s the fee of one thousand five hundred [€1,500] **excluding any applicable VAT** for the use of a fully functional theatre facility and related services.

The theatre facility is to be equipped with all the human resources including the Anesthetist, other than the surgeon, and all equipment, medical supplies and other facilities necessary to run major surgeries as follows

Orthopaedics Department

81.54 - Total knee replacement
80.26 - Arthroscopy, knee
4.43 - Release of carpal tunnel
81.51 - Total hip replacement
81.83 - Other repair of shoulder
83.63 - Rotator cuff repair
77.51 - Bunionectomy with soft tissue correction and osteotomy of the first metatarsal
82.01 - Exploration of tendon sheath of hand
81.92 - Injection of therapeutic substance into joint or ligament
80.21 - Arthroscopy, shoulder
4.49 - Other peripheral nerve or ganglion decompression or lysis of adhesions
81.88 - Reverse total shoulder replacement
81.16 - Metatarsophalangeal fusion
83.39 - Excision of lesion of other soft tissue
80.27 - Arthroscopy, ankle
81.57 - Replacement of joint of foot and toe
80.81 - Other local excision or destruction of lesion of joint, shoulder
82.21 - Excision of lesion of tendon sheath of hand
78.67 - Removal of implanted devices from bone, tibia and fibula
81.02 - Other cervical fusion of the anterior column, anterior technique
82.35 - Other fasciectomy of hand
77.57 - Repair of claw toe
82.29 - Excision of other lesion of soft tissue of hand
81.82 - Repair of recurrent dislocation of shoulder
83.31 - Excision of lesion of tendon sheath
4.07 - Other excision or avulsion of cranial and peripheral nerves
77.84 - Other partial ostectomy, carpals and metacarpals
77.68 - Local excision of lesion or tissue of bone, tarsals and metatarsals
80.51 - Excision of intervertebral disc
80.99 - Other excision of joint, other specified sites
81.28 - Interphalangeal fusion
79.71 - Closed reduction of dislocation of shoulder

General Surgery

45.23 - Colonoscopy
45.13 - Other endoscopy of small intestine
53.00 - Unilateral repair of inguinal hernia, not otherwise specified
51.23 - Laparoscopic cholecystectomy
53.49 - Other open umbilical herniorrhaphy
45.24 - Flexible sigmoidoscopy
38.59 - Ligation and stripping of varicose veins, lower limb veins
86.04 - Other incision with drainage of skin and subcutaneous tissue
86.30 - Other local excision or destruction of lesion or tissue of skin and subcutaneous tissue
44.13 - Other gastroscopy
39.99 - Other operations on vessels (Removal of infected vascular graft)
86.21 - Excision of pilonidal cyst or sinus
48.23 - Rigid proctosigmoidoscopy
39.92 - Injection of sclerosing agent into vein
53.51 - Incisional hernia repair
53.10 - Bilateral repair of inguinal hernia, not otherwise specified
17.24 - Laparoscopic bilateral repair of inguinal hernia with graft or prosthesis, not otherwise specified
44.38 - Laparoscopic gastroenterostomy
49.46 - Excision of hemorrhoids
17.13 - Laparoscopic repair of inguinal hernia with graft or prosthesis, not otherwise specified
45.16 - Esophagogastroduodenoscopy [EGD] with closed biopsy

Ophthalmic Department

13.41 - Phacoemulsification and aspiration of cataract
14.90 - Other operations on retina, choroid, and posterior chamber (avastin injection)
8.21 - Excision of chalazion
8.22 - Excision of other minor lesion of eyelid
14.74 - Other mechanical vitrectomy
9.49 - Other manipulation of lacrimal passage
11.39 - Other excision of pterygium
15.30 - Operations on two or more extraocular muscles involving temporary detachment from globe, one or both eyes (Squint Correction)
8.49 - Other repair of entropion or ectropion
11.79 - Other reconstructive and refractive surgery on cornea
11.60 - Corneal transplant, not otherwise specified
14.60 - Removal of surgically implanted material from posterior segment of eye
13.59 - Other extracapsular extraction of lens
10.31 - Excision of lesion or tissue of conjunctiva

ENT Department

21.88 - Other septoplasty (columnelloplasty)
28.20 - Tonsillectomy without adenoidectomy
22.19 - Other diagnostic procedures on nasal sinuses
9.81 - Dacryocystorhinostomy [DCR]
28.30 - Tonsillectomy with adenoidectomy
19.40 - Myringoplasty
21.69 - Other turbinectomy
28.60 - Adenoidectomy without tonsillectomy
19.19 - Other stapedectomy
20.01 - Myringotomy with insertion of tube
18.29 - Excision or destruction of other lesion of external ear

Gynae

74.1	Low cervical caesarean section
68.49	Other and unspecified total abdominal hysterectomy
65.25	Other laparoscopic local excision or destruction of ovary
68.59	Other and unspecified vaginal hysterectomy
68.41	Laparoscopic total abdominal hysterectomy
68.12	Hysteroscopy
70.51	Repair of cystocele
66L51	LAPAROSCOPIC SALPINGECTOMY BILATERAL
66L4	LAPAROSCOPIC SALPINPECTOMY UNILATERAL
65.63	Laparoscopic removal of both ovaries and tubes at same operative episode
70.79	Other repair of vagina
68.51	Laparoscopically assisted vaginal hysterectomy (LAVH)
54.11	Exploratory laparotomy
68.29	Other excision or destruction of lesion of uterus
68L29	LAPAROSCOPY MYOMECTOMY
65.41	Laparoscopic unilateral salpingo-oophorectomy
65.29	Other local excision or destruction of ovary
68.3	Subtotal abdominal hysterectomy
66L62	LAPAROSCOPIC SALPINGECTOMY FOR ECTOPIC

Surgical interventions are expected to start at 0800 hrs and finish by 1600 hrs. Without prejudice to the generality of the foregoing, the said fee shall be the Service Provider's sole recompense for the provision of:

- (i) The provision of a fully functional theatre from 8.00 hrs to 16.00 hrs;
- (ii) The provision of the services of a qualified anesthetist from 8.00 hrs to 16.00 hrs;
- (iii) The provision of the services of a theatre nurse from 8.00 hrs to 16.00 hrs;

- (iv) The provision of all consumables, medical supplies and equipment necessary to carry out the surgical procedure;
- (v) The provision of operating theatre notes;
- (vi) Post operation recovery of the patient for the day case surgeries;
- (vii) Any other resources, be these human resources or otherwise, necessary to carry out surgical operations from 8.00 hrs to 16.00 hrs, other than the surgeon and any prosthesis.

The MFH shall conduct pre-operation assessments prior to the surgeries; however it remains the sole and exclusive responsibility of the anesthetist to perform clinical assessment of the patient before anesthesia.

2.6 The Ministry for Health shall pay the Service Provider the fee of one hundred and fifty Euros [€150.00] including any applicable VAT for each hospital night including the provision of related services. Without prejudice to the generality of the foregoing, the said Fee shall be the Service Provider’s sole recompense for the provision of professional post operative care and assistance, including, but not limited to the following:

- Administration of free medication as long as these is either on the Mater Dei formulary or issued to patients via their Schedule 5 entitlement;
- Nursing and caring services on 24 hr basis including any meals;
- Provision of a discharge note;
- Provision of notes related to the in-patient stay.

2.6.1 The Ministry for Health shall pay the Service Provider for any pre-op tests including blood tests, resting ECG, chest X-ray and knee X-ray if required, review by a resident medical officer/ unaesthetic and pre-op assessment by a registered physiotherapist; which may be required, €140, all inclusive. Moreover, where any of the above services are not required, the rate of €140 will be reduced at the following sub rates:

Tests	Rate in €
ECG	20
Laboratory Tests	60
Outpatient Physio - 30 mins Session	30
Outpatient Occupational therapy – 30 mins. Session.....	30
X-ray Day up to 3 Films	48
X-ray Up to 3 Films Radiologist Fee	12

2.7 The Service Provider shall provide the MFH Representative with such reasonable Assistance as may be required by the Ministry for Health in order for monitoring compliance

2.8 The Service Provider shall ensure that its operating theatre is equipped in compliance with international standards. The Service Provider shall also ensure sterility of all instrumentation, and compliance with international standards of all medical supplies used. It shall provide evidence of compliance at the request of the Ministry for Health Representative.

2.9 Only the services of a surgeon will be supplied by the Ministry for Health. All other services, instruments, equipment, human and other resources required for the carrying out of the intervention and any post intervention hospitalization are to be provided by the Service Provider. Implantable consumables will be provided by the Ministry for Health

2.10 The Service Provider shall grant access to the MFH representative to all areas used in connection with the contract for the purpose of monitoring and assessing the facilities as well as the service being given.

2.11 All records kept by the Service Provider in relation to the service given and the patients receiving such service, shall be made available to the MFH Representative.

3. Patient Safety

3.1 In performing its obligations in terms of the Agreement, the Service Provider shall have the utmost regard to patient safety and well-being.

3.2 In the event that a Patient experiences urgent clinical complications whilst undergoing an intervention, or whilst recovered at the Premises, the Service Provider shall:

3.2.1 without delay act in the best interests of the Patient having utmost regard to Patient safety and shall itself provide the necessary emergency medical services, if able (without risk to the Patient) to do so;

3.2.2 inform the MFH Representative forthwith and subsequently without delay follow up in writing explaining what led to the need of such emergency medical services; and

3.2.3 follow such reasonable directions as may be given by MFH Representative.

3.3 In the event that the Service Provider provides necessary emergency medical services resulting from urgent clinical complications which a Patient experiences whilst at the Location, the Ministry for Health shall reimburse the Service Provider for the actual, proven, reasonable costs incurred by Service Provider in the provision of the said necessary emergency medical services. The Ministry for Health shall only be bound to reimburse the said costs if:

3.3.1 the said services were urgent and necessary in the circumstances of the case, such that withholding them would have placed the Patient in urgent danger; and

3.3.2 the said services were not required to be provided as a result of negligence of the Service Provider or any of its employees, service providers or agents;

3.3.3 MFH is given full access to all information related to such costs in order to be in a position to audit the said costs to its satisfaction.

3.4 The Service Provider shall be given full and unfettered access of the wards, theaters and all information regarding the patients who are or have received treatment by virtue of this agreement, to the surgeon, as the case may be, concerned.

4. Patient Comfort

4.1 The Service Provider shall ensure that the day surgery unit accommodating the Patient includes separate bed/trolley/recliner areas, changing rooms and bathroom/toilet facilities for men and women.

5. Representatives of the Parties

5.1 The Ministry for Health and the Service Provider shall appoint a Contract Manager, (the 'MFH Representative and the 'Service Provider Representative' respectively), to act in their name for the purposes of this contract, including for any communication required between the parties

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- 5.2 The Contract Managers appointed by the parties shall have sufficient seniority and relevant experience and qualifications and authority to bind the parties in relation to this service.
- 5.3 The Contract Managers are available to be contacted at all times during and outside working hours, and shall provide (an) emergency telephone number(s) for these purposes.

6. Procedure for Patient Referral and Monitoring of the Process

- 6.1 The procedure to be followed in making use of the theatre and inpatient facilities shall be the following:

The Ministry for Health shall make a written request for the use of the agreed theatre facilities and services.

The Ministry for Health shall provide the name of the patient and surgeon, as the case may be, together with the title of the operation to be performed and any other details and clinical information that may be necessary, including the patient file or details.

6.1.1 On receipt of such written request, the Service Provider Representative shall communicate with the MFH Representative and propose a date for the performance of the Surgeries, which shall in no case be later than three (3) weeks from the date of the said request. A written request made by the MFH Representative after 13:00 hrs shall be deemed to have been sent on the following day;

6.1.2 If the proposed date and time for the performance of the Surgeries is acceptable to the MFH Representative, the MFH Representative shall confirm in writing to the Service Provider Representative the date of the performance of the Surgeries.

- 6.2 MFH representative may implement such reasonable processes and procedures, and issue such reasonable instructions, as may be necessary in order to ensure the smooth and seamless implementation of this service.

- 6.3 The service rendered shall be subject to a monthly review process such that progress and performance shall be suitably assessed.

7. Personal Data

- 7.1 The Service Provider shall acknowledge that the information relating to Patients disclosed by the Ministry for Health constitutes sensitive personal data for the purposes of the Data Protection Act (Chapter 440 of the Laws of Malta) and shall:

7.1.1 Not disclose such personal data to third parties and to take all such steps as may be required to ensure that any such personal data is properly protected against undue or inadvertent disclosure;

7.1.2 Comply at all times with the provisions of the Data Protection Act;

7.1.3 Follow any direction as may, from time to time, be given by the Ministry for Health to the Service Provider to ensure compliance with the Data Protection Act.

- 7.2 In the event that the Service Provider requires access to medical images or other medical information relating to a Patient which is in the possession of Mater Dei Hospital, access to the said images or information shall be provided following a written request from the Service Provider Representative. Images and information shall, at all times, remain the property of the Ministry for Health, and the

Service Provider shall return to the Ministry for Health any images or information relating to a Patient promptly after use.

8. Warranties and Indemnity

8.1 The Service Provider shall guarantee:

- 8.1.1 that it and its personnel have the requisite skill and knowledge to perform the obligations undertaken by them in terms of this Agreement;
- 8.1.2 that it is duly authorized and licensed in accordance with all Applicable Laws of Malta to perform the obligations in respect of the provision of this service, and that it shall provide proof of any such authorization or licenses upon request by the Ministry for Health;
- 8.1.3 That it will treat all Personal Data with the utmost confidentiality and will refrain from disclosing any such Personal Data to third parties;
- 8.1.4 that all equipment applied for the purposes of providing Surgery is safe; adequately maintained and sterilized, and fit for the purpose of performing Surgery;
- 8.1.5 that, as at the date of signature of the Agreement, there is no litigation, actions, suits or proceedings or regulatory investigations pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any Court Or administrative body or Arbitration Tribunal, nor any contract with a third party, which would prevent the performance of its obligations;
- 8.1.6 that in the performance of its obligations it shall at all times comply with the Applicable Law.

8.2 The Service Provider shall agree to indemnify, defend and hold harmless the Ministry for Health and the Government of Malta, its employees, agents or authorized representatives from any and all claims, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising as a result of the negligence of the Service Provider or its personnel or the failure by the Service Provider to comply with any of the terms of this Agreement. Upon receiving notice of any claim falling within the provisions of this Clause, the Ministry for Health shall, in writing, notify the Service Provider promptly of such claim and grant the Service Provider full opportunity to control the response thereto and the defense thereof.

9. Ownership of Reports

- 9.1 Any report, image or document generated as a result of the performance of the Surgeries shall be the property of the Ministry for Health. However the Service Provider shall be entitled to retain copies for administrative, research and liability purposes.
- 9.2 Any specimen that is taken during interventions is to be put in an adequate sealable container, fixed in 10% formaldehyde, eligibly marked and accompanied by a Pathology request form duly signed by the Intervening Surgeon. The MFH representative will collect the specimen and take to MDH Pathology Department for analysis.

10. Insurance

- 10.1 The Service Provider shall keep in force throughout the term of the contract an insurance policy, for an amount of not less than **one million two hundred thousand Euros (€ 1,200,000) per occurrence**. The said insurance policy shall cover liability for death or injury occurring to Patients as a result of negligence, medical malpractice or equipment malfunction.
- 10.2 The insurance policy referred to in Clause 10.1 shall be provided through a reputable insurance company acceptable to the Ministry for Health Representative.
- 10.3 The Service Provider shall provide evidence in a form satisfactory to the Ministry for Health that the insurance policy referred to in Clause 10.1 is in force prior to performing any of its obligations in respect

of this contract and, as may be requested by Ministry for Health, at any time for the duration of the contract.

11. Subcontracting

- 11.1 The Service Provider shall not be permitted to subcontract the provision of Theater Facilities and related Services or any of the obligations assumed without the prior consent in writing of the Ministry for Health, which consent shall be granted or withheld at the sole discretion of the Ministry for Health.

12. Duration and Termination

- 12.1 The contract shall be valid **for a period of two (2) years from the last date of the signing of the contract**. The Agreement may be extended by mutual agreement between both Parties, under those terms and conditions as may be agreed between them for a further period or periods of time.
- 12.2 The contract shall be automatically **terminated when the capping of €1,100,000 excluding VAT [where applicable] is reached; or the term of the contract as provided for in Clause 12.1 expires, whichever is the earlier**.
- 12.3 A Party (the “Non- Defaulting Party”) may terminate the Agreement by giving thirty (30) Days notice in writing to the other Party (the “Defaulting Party”) in the event that the Defaulting Party fails to remedy a breach of the contract within ten (10) Days from being called to do so in writing by the Non-Defaulting Party.
- 12.4 The Ministry for Health may terminate the Agreement, forthwith, without liability to the Service Provider, by giving the Service Provider thirty (30) Days advance notice in writing.
- 12.5 Termination of the contract shall be without prejudice to the accrued rights of each of the Parties.

13. Notices

- 13.1 All notices, reports, documentation and any other communication required shall be in writing, and shall be deemed to have been given upon actual receipt. All such notices, reports, documentation and/or communications shall be delivered to the Service Provider Representative or to the MFH Representative, as the case may be, either:
- 13.1.1 in person; or
 - 13.1.2 by generally accepted electronic transmission provided that a return receipt is requested; or
 - 13.1.3 by registered mail, postage prepaid and return receipt requested; addressed as set forth in Clause 4 of this Agreement, or to such other address as may from time to time be specified by notice in writing.

14. Charges, Invoicing and Payment

- 14.1 The Ministry for Health will, in consideration of the provision of the Services by the Service Provider, the provision of the Service Provider Facilities and Equipment, and the Supplies by the Service Provider, as well as the performance of the Service Provider Works, pay the fees established in this contract.
- 14.2 No further payments shall be due to the Service Provider other than the established fees. All other costs, charges and expenses which relate to the Service Provider’s performance of its obligations and the provision of the Services shall be borne solely by the Service Provider.
- 14.3 Throughout the Term (and Extended Term, if any), the fees shall be fixed.

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- 14.4 The established fees are inclusive of VAT, if applicable.
- 14.5 The Ministry for Health shall pay the fees, to the Service Provider, within sixty (60) days from the day on which the MFH Representative receives the relevant invoice from the Service Provider.
- 14.6 All invoices issued by the Service Provider shall include such details as the Ministry Health reasonably deems necessary to verify the accuracy of the invoice.
- 14.7 If at any time MFH, acting in good faith, disputes all or any of the fees:
- 14.7.1 MFH shall notify the Service Provider, specifying in reasonable detail MFH's reasons for disputing the invoice;
 - 14.7.2 MFH shall pay to the Service Provider, all amounts not disputed in good faith by MFH; and
 - 14.7.3 if the parties are unable to resolve the Dispute within thirty (30) days of notice given as set out above, either party may escalate the matter for resolution in accordance with the provisions of Clause 21 of these Conditions of this agreement.

15 Announcements

- 15.1 The Service Provider shall not issue announcements or other publicity or promotion in relation to the Services without the prior approval of MFH in writing.
- 15.2 MFH shall be entitled to publicize the scope of the Services being provided by the Service Provider, but shall inform the Service Provider of the content of any publicity prior to its publication.

16. Instructions Bidders:

In submitting interest the interested party accepts in full and in its entirety, the content of this document, including subsequent Clarifications issued by the Contracting Authority, whatever his own corresponding conditions may be, which he hereby waives. Participants to this Request for Participation are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this document.

All submissions/documentation should include the following information:

- Full name of company,
- Address of Company,
- Full name of contact person,
- Contact Telephone Number / Mobile Number & Fax Number,
- Email Address,
- VAT number,**
- Date,

Submissions must be provided in Word, Excel, pdf or jpg formats. When links are provided for Terms of Reference these should lead to the website and must not require the downloading of any programs, the creation of accounts or other functions. Other formats will NOT be considered.

Please note that ALL submissions/documentation must include the Reference number together with the name of SERVICES being requested. in cases, where this information is not included, the Contracting Authority reserves the right NOT to consider the quote.

Services offered that do not conform to the Terms of Reference will not be considered.

Request for clarifications

Clarifications can be sought by not later than noon of **Friday 13th November 2020**. Any queries and requests for clarifications are to be sought through negotiation.cpsu@gov.mt. Queries submitted through other emails will not be considered. All clarifications will be posted by the Contracting Authority within a reasonable time by not later than **Tuesday 17th November 2020** and will be made available to all interested bidders on the CPSU website as shown in the link hereunder.

<https://deputyprimeministercms.gov.mt/en/cpsu/Pages/Procurement/Published%20Calls/Negotiated%20Procedure%20without%20Prior%20Publication/NP-without-Prior-Publication.aspx>

Submissions

Requests for Participation should ONLY be submitted through negotiation.cpsu@gov.mt by not later than **10:00am on Friday 20th November 2020**. Submissions submitted through other emails will not be considered.

Any Requests for Participation submitted after this date and time and/or through other means will be automatically rejected. Please note that it is entirely the Bidder's responsibility to ascertain that the Request for Participation is received BEFORE the deadline for submission of the Request for Participation.

Central Procurement & Supplies Unit

Participant Information

Submission: Procurement of Theatre Facilities for Government referred patients

Full Name of Participant:

Address of Participant:

Contact Telephone Number:

Email Address:

Evidence of relevant
Experience:

Technical Competence in the
relevant Sector:

Track Record in the relevant
Sector:

Confirm availability to provide
Theatre Facilities and related
Services @ €1,500.00 per fully
functional theatre 4 hours
sessions [including the
services of the anesthetist/s
but excluding the services of
the surgeon/s] and €150 per
overnight stay

Signature:
(the person or persons authorized to sign on behalf of the participant)

Date: