



Reference No: 022-6076/20 (MCH 107/19)

**LEASING OF PREMISES TO BE DEVELOPED INTO A MENTAL
HEALTH CLINIC AND REHAB CENTRE IN A CENTRAL AREA
(namely in Valletta or Floriana or Blata l-Bajda)**

Date Published: 11th August 2020

Deadline for Submission: 9th September 2020 at 12.00pm **CEST**

Tender Opening: 9th September 2020 at 12.30pm **CEST**

IMPORTANT:

- No Bid Bond is requested for this tender.

IMPORTANT -

Clarifications can be sought by not later than noon, 1st September 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 uploaded on CPSU website by the Contracting Authority within a reasonable time.

Central Procurement and Supplies Unit
Ministry for Health
UB 002 San Gwann Industrial Estate, San Gwann

SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Department of Contracts/DoC/Contracting Authority (Tender), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their response by submitting their offers through a tender box found at the Central Procurement and Supplies Unit, UB002, Industrial Estate, San Gwann.

Prospective tenderers take full responsibility to submit their offer well before the tender submission deadline in order to avoid last minute restrictions. Tender offers must be fully /accepted by the officer fully acknowledged prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

Note:

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.

- 1.2 The subject of this lease is to house a Mental Health Clinic and Rehab Centre in the area of Valletta or Floriana or Blata l-Bajda. This Request for Participation is being issued on behalf of the Mental Health Services (MHS) within the Ministry for Health.
- 1.3 The lease period is for 15 years from date of signature of the contract, which can be extended by a further one period of 15 years.

2. Timetable

	DATE	TIME
Clarification meeting (Refer to Clause 5.1)	NOT APPLICABLE	-
Deadline for request for any additional information from the Contracting Authority	1 st September 2020	noon
Last date on which additional information can be issued by the Contracting Authority	4 th September 2020	End of business (17:00 hrs)
Deadline for Submission of Tenders	9 th September 2020	12:00pm

* Central European Time (CET)

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the properties being requested. Incomplete offers will not be accepted.

4. Financing

- 4.1 The lease shall be financed by local funds.

5. Clarification Meeting

5.1 No clarification meeting/site visit is planned

Bidders are urged to promptly notify the Contracting Authority of any ambiguity in or discrepancy between any of the documents of this Request for Tenders which may be discovered upon examination of the documents.

Clarifications can be sought by not later than noon, 1st September 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 16th July 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>

Any clarifications from the Contracting Authority in response to any requests for clarification will be addressed and sent before the deadline stipulated in the timetable.

Bidders are advised that any interpretations, correction or changes to the Request for Tenders will be notified via the CPSU's website. It is the responsibility of the bidders to be aware of the latest information published on the Contracting Authority's website prior to submitting the offer. Interpretations, corrections or changes made in any other manner will not be valid, and prospective bidders shall not rely upon such interpretations, corrections and changes.

7. 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. ^(Note 1)
- (ii) Declare agreement, conformity and compliance with the conditions provided in the attached document (Appendix I).
- (iii) Power of Attorney (Appendix II). ^(Note 2A)
- (v) Exclusion and Blacklisting Criteria as per Appendix III and S.L.174.04.

(B) Selection criteria

- (i)

The Lessor warrants that he is the owner of the site and/or has the right to lease the site and building which is the subject of this Tender for the duration stipulated.

- (ii) The Lessor warrants that, to the best of his knowledge, the site and building proposed or any part thereof do not infringe or violate any third-party property rights.

- (iii) The Lessor shall warrant that the property is free from any sort of litigation or proceeding before any competent authority (such as courts, tribunals, boards, local authorities) and that none are threatened during the course of the lease agreement. The Lessor shall warrant peaceful possession and real enjoyment of the property during the term of the lease.

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications ^(Note 3) Appendix IV.
- (ii) Bidders must present architectural drawings indicating how the space requirements requested by the Ministry will be fulfilled and met through the offered premises. The indicated drawings need to be signed and endorsed by an architect ^(Note 3)
- (iii) Bidders are to submit a condition report of the premises. Bidders must confirm that the property is built according to plans and is not under an enforcement order. ^(Note 3) In the absence of any one of these requirements, the offer shall be considered null and void.

(D) Financial Offer

- (i) A financial offer calculated on the lease tendered as per Appendix VI [inclusive of maintenance as applicable]. ^(Note 3)

Notes to Clause 6:

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge (not applicable to tender).

2. A) 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.

B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information

provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.

All Rectifications are free of charge.

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

8. Tender Guarantee (Bid Bond)

- 8 No tender guarantee (bid bond) is required.

9. Obligations of the Contractor

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with the necessary documentation.

9. Criteria for Award

- 9.1 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.
- 9.2 Offers that do not meet the criteria imposed in this call shall be disqualified.
- 9.3 During the adjudication period the Contracting Authority reserves the right to visit the tenements offered. If the bidder refuses entry to the tenement the bid shall be disqualified.

10. Submission of Offers

Requests for Participation should ONLY be submitted through negotiation.cpsu@gov.mt by not later than 12:00pm of 9th September 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.

SECTION 2: GENERAL RULES GOVERNING TENDER

A. Technical offer

Bidders are to submit their proposal using the format defined in Appendix IV - Tenderer's Technical Offer of this Request for Participation.

Full specifications of the premises being offered and illustrated literature are to accompany the proposal. All documents must be in the English language.

B. Submission of Offers

All tenders must be submitted through the tender box. The price(s) offered shall be quoted in Euro (**excluding VAT**). In submitting their tenders, bidders will be submitting their final offer. Bidders are deemed to have taken account of all that is required for the submission, including its correctness and completeness and that they have included all charges in their price offer. Tenders must comply with the requirements as stated in this request.

C. Validity of Tenders

Tenders shall remain valid for a period of 90 days from the closing date for the submission of the tenders stipulated in the timetable.

D. Cancellation of the Request for Tenders Procedure

The Contracting Authority shall have the option to cancel any published request for Tenders prior to its closing date stipulated in the timetable.

Bidders are advised that any cancellation to the request for Tenders will be notified via the Ministry's website. It is the responsibility of the bidders to visit the website prior to submitting the proposal.

E. Evaluation of Tenders

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

In the interest of transparency and equal treatment and without being able to modify the submitted proposal, the bidder may be required, at the sole written request of the Contracting Authority to provide clarifications.

The Contracting Authority will be conducting an inspection on premises, where this is deemed necessary, as part of the evaluation process.

The Contracting Authority is not bound to accept any of the submitted offers and has the right to refuse in part or in full any or all the submissions, even the most advantageous.

F. Evaluation of Tenders

The Lessor should, within 15 calendar days of receipt of the contract, sign and date the contract and return it to the Contracting Authority.

SECTION 3: CONTRACTUAL OBLIGATIONS

1. Data Protection and Freedom of Information

Any personal data submitted in the tenders shall be processed pursuant to the Data Protection Act (2018). It shall be processed solely for the purposes of the performance, management and follow-up by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

The provisions of this proposal are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this proposal which have not yet been made public, shall consult the bidder in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

2. Contractual Obligations

1. Premises must be ready for use in accordance with all the requirements indicated in this document and by not later than 15 days from the last date of the signing of the contract. The lessor must warrant that he/she is the owner of the property and/or has the right to lease the property proposed tendering reply to this tender.
2. The lessor warrants that, to the best of his knowledge the site and building proposed or any part thereof, do not infringe or violate any third-party property rights and that the property shall be free and unencumbered.
3. The lessor shall indemnify and safe harness the Contracting Authority against from all claims, liabilities, costs, expenses, actions or proceedings it may face or suffer at any time including, without limitation, to claims for personal injury or damage caused by the building, or arising from the performance of the service or part thereof or by any act whether by commission or commission of the Lessor, its employees, agents, or sub-contractors. This clause shall survive the expiration of the Contract.
4. The award of the contract does not exonerate the lessor from the obligation of obtaining any permit and/or licence that may be required under any law, principle or subsidiary, in force in Malta from time to time.
5. All parts of the building must be fully accessible to people with special needs.
6. The Lessor will be responsible for the hereunder maintenance:
 - a. All repairs of ordinary. Day-to-day maintenance, such as cleaning and changing of light bulbs are to be borne by the contracting authority
 - b. Ordinary maintenance to circuit breakers, air conditioners, water and electricity system, security systems, fire detection and alarm systems, lifts, water heater/boilers and any other equipment and systems found at the premises shall fall under the responsibility of the landlord.
 - c. The landlord shall paint all walls, ceilings, façades, walls leading to yards, and any other walls every two years in the colour requested by the contracting authority.
 - d. The landlord shall carry out regular maintenance to roofs and be responsible

to repair any water ingress.

- e. All extraordinary maintenance required is to be paid by the landlord. Such maintenance includes but is not limited to maintenance and replacement of roofs, repairs or replacement of any system at the premises, maintenance of water drainage, changes of pipes and replacement of other fixtures and fittings found at the leased premises.
- f. The contracting authority binds itself to take care of all equipment at the premises like a '*a bonus pater familias*'. Any expenses related to repairs and damages resulting from tampering or negligence shall be borne by the contracting authority.
- g. The landlord must insure the property leased and its contents, insurance must cover also third party liabilities.
- h. The landlord must ensure that any urgent maintenance and-or repairs requested by the contracting authority shall be addressed immediately and by not later than 4 hours after these have been reported to him. Such urgent matters shall include repairs to electricity system, lifts, drainage systems, water systems, water heating systems, including condition systems and any other matters that may put at risk the health and safety of all those persons present at the premises
- i. Any other repairs shall be addressed by not later than 48hours from when the landlord gets to know of such request for repairs.
- j. Failure to take action to ensure that the request for repairs are addressed within the specified timelines, the landlord shall be liable to a penalty equivalent to 10% of the monthly rent daily. Such penalty will be automatically deducted from the payment of the following rent transfer.
- k. Any maintenance carried out by the landlord and/or his representatives shall not disrupt the operation of the contracting authority.

7. **Utilities:** On the day of the contract, the landlord shall provide evidence that the premises are equipped with adequate Electricity and Water meters, accessibility to Wifi in all areas of the property, a telephone system and television service.

Payments related to the consumption of water, electricity, telephone and any other services are to be borne by the Contracting Authority. On the day of the contract, the utility meters shall be read and the landlord must, within one week from signing of contract, present a receipt of payment of all bills, confirming that all pending bills have been settled. The landlord shall also, within two weeks from signing of contract, sign all the necessary documents so that the utility bills will be transferred to the contracting authority.

8. **Redelivery:** On termination of the lease, the Property is to be returned to the lessors in a good state of repair and condition save for fair wear and tear, with vacant possession. Upon termination of the contract all ameliorations carried out by the contracting authority shall become the property of the landlord without compensating the contracting authority.
9. This contract is regulated by Maltese law and Any instances which are not regulated by this contract are to be regulated by the Civil Code, Chapter 16 of the Laws of Malta.

Any dispute, controversy or claim arising out of or relating to the agreement between the parties related to breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Short Form Arbitration Rules of the Malta Arbitration Centre as at present in force. The award shall be final and binding and there shall be no appeal and are subject to the following conditions:

- (a) The appointing authority shall be the Malta Arbitration Centre;
 - (b) The place of arbitration shall be Malta;
 - (c) The language(s) to be used in the proceedings shall be the Maltese Language,
 - (d) The arbitrator shall decide ex aequo et bono.
10. The premises must be built in line with any Planning Authority permits, and must have all the necessary permits for the intended use by the Contracting Authority.
 11. The premises selected must be vacant and enjoys peaceful possession by not later than fifteen days from signing of contract. Should the premises fail in this requisite, the leasing would be deemed to be null and void, or as otherwise agreed between the parties.
 12. The contracting Authority reserves the right to request the Lessor to apply for any additional permits and/or licences that may be required from time-time for the operation of the premises and the landlord shall not object to such development as long as any permits and/or licences are in line with local regulations. Any costs related to such licences and permits must be borne by the Contracting Authority, unless such costs are required for the implementation of the agreement signed between the parties upon the date of signing of the said agreement.
 13. The Lessor shall have the right to access the building by providing at least one week's notice to the Contracting Authority. Access shall be exercised during the times advised to him by the Contracting Authority so as not to disturb the care to the general public. During such visit, the Lessor shall be accompanied by a representative of the Contracting Authority.
 14. The Lessor expressly waives its right to any abatement of any penalty incurred in terms of this Agreement to which he may be entitled in terms of section 1122(1)(b) of the Civil Code, Chapter 16 Laws of Malta.
 - 15. Structural Changes/Improvements:** The lessor is hereby giving his unconditional and irrevocable consent to the lessee to carry out any alteration even of a structural nature which was not a requirement of the tender that may be necessary for the property to be used as a Community Clinic and to apply for any permits and licences required. **The Contracting Authority will bear the expenses involved and must inform the Landlord of any structural changes prior to start of works.**
 16. Where any system/s are installed by the Contracting Authority, the Contracting Authority will be will be responsible for the respective inspections, repairs, maintenance and servicing of such systems.
 17. Through the duration of the lease, in the event that the Lessor is in breach of any of the obligations under this agreement, the Contracting Authority shall have the right to terminate the lease if the Lessor, after being informed about the breach, does not take the necessary action within 15 from official notification of such breach. Any penalties specified in the agreement shall be borne by Lessor until the Contracting Authority

vacates the premises leased. Notice to terminate the agreement shall be sent by means of a registered letter or a judicial letter, at the discretion of the Contracting Authority.

18. **Duration of Service** - the duration of the lease is that of a period of 15 years, extendable to another period of 15 years. The contracting authority shall inform the lessor of its intention to extend the lease not later than 6 months prior to the expiration of the lease.

The lessor can terminate the lease by giving a prior notice of six (6) months. In case where the lessor requests for the termination of the lease to the expiration of the lease period, a daily penalty of €500 shall be incurred by the lessor from the date of the early termination of the contract till the date that the lease should have been terminated.

SECTION 4: TERMS OF REFERENCE

1. Scope

Through this call, the Contracting Authority intends to rent premises in an area that is easily reachable by bus in the area of Valletta or Floriana or Blata l-Bajda.. The premises shall be used as a Community Mental Health Clinic by the Mental Health Service (MHS) within the Ministry for Health. The following are the specifications that the premises must abide with in order to be considered eligible for use by the MHS.

The successful Bidder (referred to in the Lease Contract as “the Lessor”) will be required to enter into a contract of lease with MHS the Contracting Authority (referred to in the Lease Contract as “the Lessee”) for a period of 15 years with the possibility of renewal for a further 15 years at the sole discretion of the MHS, provided that the MHS may at any time give 6 months’ notice of the cancellation of the Lease Agreement.

Use of the Leased Property: The Property let will be solely used for clinical and health-related services by the MHS (Ministry for Health).

2. Specifications of the Building

Located in an area that is easily reachable by bus from all localities in Malta, in the area of Valletta or Floriana or Blata l-Bajda

Preference will be given to those premises having parking facilities in the immediate surroundings. The premises must comply with all applicable accessibility criteria as defined within the Equal Opportunities, Persons with a Disability Chapter 413 of the laws of Malta.

The following requirements have to be satisfied:

a) The area of the property shall be as follows:

- The total floor area, to provide for the layout mentioned in section b) shall be between 550 and 650m². Premises having larger areas can be considered at the discretion of the contracting authority.
- Premises shall be fully accessible or able to be modified through minor interventions to cater for persons with special needs in line with the Access for All Design Guidelines.

b) The layout of the premises can physically accommodate a Mental Health Clinic & Rehab Centre which will include:

- 1 large area to be used as a reception/waiting room area for approximately 25 individuals.
- A large area for an office to host 10 members of clinical staff. This room has to have space to install filing cabinets, desks and desktop computers

- One large room that can accommodate 10 workers plus cabinets other office furniture (Rehab team)
- 5 small offices for team leader, clinical leader and Senior Allied health practitioner
- An area to be used as kitchen which shall be used for rehabilitation sessions.
- A small kitchenette for staff needs including area for staff lockers.
- 3 Toilets, one of which to be wheelchair accessible and another one including a shower.
- Box room / utility room
- 12 rooms to be used during psychiatric clinics, rehab sessions or therapy sessions (for approximately 5 people).
- 1 Treatment room (stretcher needs to fit in this room).
- 2 multipurpose rooms for approximately 12 people in each room
- 1 large room for training sessions, focus groups and educational talks to public and relatives for approximately 20 individuals.
- 1 large room to be used by outreach staff (for approximately 12 people).
- A lockable room to be used as archive for paper documents
- Medium to large outdoor area to be used by clients for purpose of relaxation including a designated smoking area;

The MHS shall be entitled to carry out any works which it deems necessary for such premises to be fit for the required use.

- c) **The premises satisfy the requirements listed in Cap 424 of the Laws of Malta (Occupational Health and Safety Authority Act), and its subsidiary legislations.**
- d) The rental period shall be for a period of 15 years extendable for another 15 years.
- e) **Preference will be given to premises located in areas that are easily accessible by public transport from all localities in Malta.**

The following preferences are also to be taken into account:

- The building shall be either designed for the mentioned use or shall be easily capable of being modified to accommodate such use. Preference shall be given to those properties that are in a fully finished state or that will be ready within 6 months from the awarding date. Finished state includes all mechanical, electrical and computer networks installations in place, including heating and cooling equipment and fire security alarm system but excluding furnishing, except for the kitchens. Premises which would only require minimum intervention to the layout and satisfy the location criteria will be given preference.
- Preference will be given to properties with the required layout on one floor. Where the property has more than one floor this will need to be served with a fully accessible lift/s.

- The Leased building shall have a Planning Authority permit to be used as a clinic. In case where such a permit has not yet been obtained, the prospective lessor must show prima facie evidence that the building qualifies for such a permit, and shall be committed to obtain such permit within a specified timeframe between the parties.

Only properties that are free and unencumbered will be considered.

Properties that are interconnected or share common areas with any other premises used by third parties for will not be considered.

Bidders must present architectural drawings indicating how the space requirements requested by the Ministry will be fulfilled and met through the offered premises. The indicated drawings need to be signed and endorsed by a warranted architect.

3. Payment of Rent

The rent will be paid by the MHS three months in advance following the presentation of invoice.

4. Conditions for Participation

When submitting their offer, participants must observe the following conditions:

- a) Submissions are to be made strictly in accordance with this document.
- b) Additional material, brochures or promotional material may be submitted together with the information requested therein.
- c) All information requested in this document must be provided. If any section is not deemed to be applicable the bidder shall indicate it accordingly, without prejudice to the right of the MHS to disqualify bidders that do not provide the required information.
- d) The submitted proposal is to be signed by the candidate's authorised signatory with evidence of such authorisation.
- e) In the case where the bidder is a 'consortium' the information requested herein must be provided for each company forming part of the consortium.
- f) The proposal must be drawn in English.
- g) Any correspondence, including the actual proposal must always include the reference number indicated on the front page of this document.
- h) The MHS may invite interested parties to supplement or clarify the documents they submit.
- i) The MHS shall have the right to visit the site during the adjudication period.

5. Submissions

Apart from the documents requested in this Request for Participation, a proposal is to be submitted. The proposal should include the information enlisted hereunder:

- a) A document indicating the personal and contact details of the property owner.

- b) A site plan (scale 1:2500) clearly indicating the location of the site.
- c) A block plan (scale 1:100) clearly indicating the detail of the site.
- d) All elevations of the site and building (scale 1:50).
- e) As-built layout plans (scale 1:100).
- f) Two hard copies plus one AutoCAD format of submitted drawings.
- g) Copies of all Planning Authority permits of the site and building.
- h) Photos of the site indicating access to the site, the building (including the interior), and other facilities on site.
- i) Details of security features, and accessibility features.
- j) Confirmation of when the site and building will be available/ready.
- k) The cost of the expected rent payable per annum for the duration of the contract, in euro, exclusive of VAT and inclusive of all applicable taxes and charges.

6. Evaluation

Following the closing date, the Evaluation Committee shall evaluate the received proposals against the contents of this Request for Participation.

If, in the opinion of the Evaluation Committee, a proposal is unclear in any respect, the Evaluation Committee may, in its discretion, seek clarification from the proponent. Failure to supply clarification to the satisfaction of the Evaluation Committee shall render the proposal liable to disqualification.

After evaluation of proposals, the Committee shall draw up a short-list of proposals for the consideration of the MHS.

Being short-listed does not give rise to a contract or any obligation between the MHS and the proponent. No legal relationship shall exist between the MHS and a proponent until such time as a binding contract is entered by them.

The MHS shall, without limiting other options available to it, invite short-listed proponents to enter into pre-contractual negotiations, which may or may not lead to a final, binding contract.

The MHS reserves the right not to proceed further with the whole Request for Participation process.

7. Disclaimer

- a. Information in this document is for the reference of interested parties only. This document does not constitute a warranty, statement or representation, expressed implied or imputed by the MHS as to the accuracy, reliability or completeness of the facts contained therein.
- b. The MHS does not accept liability to any interested party in respect of damages, costs or claims caused by the use of or reliance on the information contained in this document.
- c. No information in this document or in the replies to clarifications should be relied upon by interested parties as a representation, statement or warranty as the

- intentions, policy or action of the MHS in the future. Such information is to be utilized by interested parties to set up their own judgement independently.
- d. The submission of a proposal shall be considered as an acceptance by the proponent of the terms and conditions outlined in this document.
 - e. The MHS reserves the right to reject as its sole and absolute discretion, any or all of the submitted proposals, if the proposal does not satisfy any criteria required in this tender.
 - f. Each proponent shall be solely responsive for the fees, costs and expenses incurred in participating in the present process, and the MHS will under no circumstances be liable for any such fees, costs, expenses, re-imbursements, loss or damage whatsoever arising out of or in connection with the proposal process.
 - g. The MHS reserves the right to change, alter, amend, vary all and any information, terms and conditions of this present process or any interested party.

8. Contract

The successful bidder, hereinafter referred to as 'the Lessor', will be required to enter into a contract of lease with the MHS for a period of 15 years, which period shall be 'di rispetto', meaning that the MHS may terminate the lease at any time prior to the 15 years as long as it gives the Lessor six months' prior notice. The Contract shall include all the conditions enlisted in this document.

The following conditions shall apply:

- a) The contract shall include the right to extend the lease for a further 15 year period beyond the expiration date, at the same fixed annual rent plus twenty five per cent (25%), provided that six (6) months prior notice of the extension shall be given to the Lessor.
- b) The Lessor warrants that he/she is the owner of the site and/or has the right to lease the site and building which are the subject of this Request for Proposals.
- c) The Lessor warrants that, to the best of his/her knowledge, the site and building proposed or any part thereof do not infringe or violate any third party property rights including without limitation, trademarks, patents, copyrights or trade secrets.
- d) The Lessor shall have the right to access the site and the building the providing at least one week's notice to the MHS. Access shall be exercised during the time periods stipulated by the MHS and will be accompanied by an MHS representative.
- e) The Lessor expressly waives its right to any abatement of any penalty he may incur in terms of this Agreement to which he may be entitled in terms of section 1122(1) (b) of the Civil Code.

9. Consequence of Delay

Without prejudice to the MHS's right to dissolve the contract ipso jure, failure to deliver the site and / or building as agreed by interested parties, in addition to any liabilities incurred by the Lessor under these Conditions and / or the Contract, render the Lessor liable to pay by way of penalty Euro 150 per day for the first 30 days and Euro 500 per day thereafter, unless the MHS, after having been notified by the Lessor, is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the Lessor. In such case the

MHS shall decide the extent, if any, of the deduction of the penalty. This is without prejudice to the right of the MHS to terminate the contract and obtain compensation for damages from the Lessor.

SECTION 5 - EXTRACTS FROM PUBLIC PROCUREMENT REGULATIONS

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 (10) calendar days following the date on which the DoC/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 DoC/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 DoC/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 DoC/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 or the Contracting Authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) 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, or the Special Contracts Committee or by the DoC/Contracting Authority, shall be made public by affixing it to the notice-board of the Department of Contracts 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 DoC/Contracting Authority and any interested party may, within ten (10) 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 (10) 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 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 (6) 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.

1. Appendix I: (to be filled by the bidder)

Declaration Statement

I, declare that I am agreeing with the contents of this document and abiding by all the rules and general conditions highlighted in this statement.

Date

Appendix II: (to be filled by the bidder)

POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as the General Rules Governing Tendering and -the requirements in the Instructions to Tenderer.

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

Date:

Appendix III: (to be filled by the bidder)

DECLARATION CONCERNING EXCLUSION GROUNDS

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

Signature

Name of Company

Appendix IV:

TENDERER'S TECHNICAL OFFER

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.

A technical offer is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.

1. RATIONALE

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract.**
- An explanation of the risks and assumptions affecting the execution of the contract.

The submission must include the following documents which are to be submitted according to the hereunder sequential order in the *documentation to be provided* - Appendix V:

1. Copy of the latest plans (including site plan) of the premises, approved and stamped by the Planning Authority;
2. Copy of plans of property (1:100 plan) identifying the different amenities;
3. Photos of the interior and exterior areas and other facilities on site - covering roofs and flooring (including all lifts where applicable)*;
4. Colour photograph of the entire façade*;
5. Colour photographs of the street in both directions*;
6. A declaration that the premises would be available within fifteen days of signing the contract.
7. Information on ownership of the premises and proof of legal title thereon;
8. Certification by a Perit;
9. ARMS statement showing that Electricity and Water bills are fully settled;
10. Proof that the building is accessible to people with special needs; through the submission of KNPD certification or correspondence if applicable;
11. Copy of a valid Insurance Policy; and
12. If the documents listed in Points (1) - (11) above are not available, a declaration is to be provided together with the proposal in which the bidder

is to state that these documents shall be submitted in due course without undue delay immediately upon the signing of the contract.

OTHER MANDATORY DOCUMENTATION

- A warrant concerning the ownership of the site and right to lease the site and building which is the subject of this tender.
- A warrant by the lessor that at the best of his knowledge, the site and building proposed or any part thereof do not infringe or violate any third-party property rights.
- A warrant by the lessor that that the property is free from any sort of litigation or proceedings before any competent authority (such as courts, tribunals, local authorities) and that none are threatened during the course of the lease agreement.
- A warrant by the lessor concerning the peaceful possession and real enjoyment of the property during the term of lease
- A declaration that property is built according to plans and is not under an enforcement order

Appendix V: (to be filled by the bidder)

Documentation to be provided	
	Compliant: Yes / No
Architectural drawings indicating how the space requirements requested by the Ministry will be fulfilled and met through the offered premises. The indicated drawings need to be signed and endorsed by an architect	
Condition report of the premises	
The latest plans of the premises, approved and stamped by the Planning Authority	
Copy of plans of property (1:100 plan) identifying the different amenities	
Colour photographs of the premises' interior covering roofs and flooring; a colour photograph of the entire façade; colour photographs of the street in both directions. A digital copy on CD or USB stick of the photographs is enough	
A Declaration that premises would be available within fifteen days of signing of contract.	
Information on ownership of the premises and proof of legal title thereon.	
Certification by a Perit	
ARMS statement showing that Electricity and Water bills are fully settled	
Proof that the building is accessible to people with special needs; through the submission of KNPD certification or correspondence if applicable	
Copy of a valid Insurance Policy	

Appendix VI: (to be filled by the bidder)

Financial Offer			
		Rate including all taxes and Charges applicable but excluding VAT PER MONTH	Total for a period of 180 months including all taxes and charges applicable but Excluding VAT
Item	Description of Service	(€)	(€)
A	Monthly fee for Lease of Premises to house the mental clinic and rehab centre		
GRAND TOTAL including all taxes and charges applicable but excluding VAT			

1. The rates will cover all taxes duties, levies, charges, other liabilities, inclusive of all extra costs but **Excluding VAT**
2. Any errors will be corrected as follows:
 - (a) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.

Appendix VII:

Energy Efficiency Form Version 2.2

TO BE COMPLETED BY THE BIDDER

PUBLICATION REF: _____

I, the undersigned, hereby declare that I shall abide with the requirements of point (e) of the Third Schedule of the Energy Efficiency and Cogeneration Regulations (S.L. 545.16) in that new products purchased partially or wholly for the purpose of providing the service in question, shall comply with the requirements referred to in paragraphs (a) to (d) of the same schedule of these regulations.

I declare that if I am the successful bidder, following signature of contract, I shall make available evidence of meeting this requirement. As a minimum, I commit to provide a detailed list of products as a proof that products purchased partially or wholly for the purpose of providing the service/supply in question are in line with the requirements stipulated in Procurement Policy Note #27 issued by the Department of Contracts on the 28th of June 2016.

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

Date:

