



CENTRAL PROCUREMENT & SUPPLIES UNIT
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Ref: 004-4237/20
(CPSU 0167/2019)
Request for Participation for
the

Provision of Licensed Stevedore
Services to the Central
Procurement and Supplies Unit
within the Ministry for Health

The Central Procurement and Supplies Unit within the Ministry for Health wishes to outsource the provision of licensed stevedore services. 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 Central Procurement and Supplies Unit retains the right to increase or decrease the quantity allocation according to the exigencies of the Ministry for Health.**

Terms of Reference

1. Project Description

Services of a Licensed Stevedore are being requested for this request for participation and shall include the following:

1. Clearance of customs documents.
2. Clearance of consignments of various weights from Malta International Airport or Luqa Cargo Section, Ports of Landing and all Bonded Stores to the Storage Locations of the Central Procurement & Supplies Unit across the Maltese Islands or any other site within the Ministry for Health as indicated by the Managing Director [Sourcing and Supply Chain Management] or his/her delegate.

2. Specifications

Services of a Licensed Stevedore shall include the following:

- a. Clearance of customs documents.
- b. Clearance of consignments of various weights as per Table 1 below, from Malta International Airport or Luqa Cargo Section, Ports of Landing and all Bonded Stores to the Storage Locations of the Central Procurement & Supplies Unit across the Maltese Islands or any other site within the Ministry for Health as indicated by the Managing Director [Sourcing and Supply Chain Management] or his/her delegate.

<i>From (Number of Kilograms)</i>	<i>To (Number of Kilograms)</i>
1	25
26	50
51	100
101	150
151	200
201	250
251	300
301	350
351	400
401	500
501	600
601	700
701	800
801	900
901	1000
1000+	

Table 1 - Consignment Weights in Kilograms

- 2.1 Shifting, transport and unloading of 20ft containers;
- 2.2 Shifting, transport and unloading of 40ft containers;
- 2.3 Shifting/loading, transport and unloading of loose pallets by:
 - 1) weight;
 - 2) cubic metre;
- 2.4 Processing of Import license;
- 2.5 Stamping and authorizations to import from government / parastatal or any other department concerned;
- 2.6 Charges re: collection of documents only from the various Shipping agents (Air freight/Sea freight);
- 2.7 Shifting and unloading of loose pallets or items within the Central Procurement & Supplies Unit [CPSU] parameters (apart from Import or Export);
- 2.8 Charges for the services required after CPSU office hours:
 - Monday to Friday between 15.00Hrs and 7.30 Hrs;
 - Saturday/Sunday and Public Holidays 24 Hours basis.

3. Other Conditions

1. The goods are to be delivered within the period specified by shipping officers which in any case will not be later than 5 days from receipt of the Customs documents and may include weekends/Public Holidays. In this regard, the Service Provider is requested to withdraw the documents within 24 hours from notification by the Central Procurement & Supplies Unit for the Ministry for Health.
2. The Service Provider will be held responsible for any damages and /or shortages which are not brought to the attention of the Customs Officer prior to release of the goods. In the case of packages or cases showing signs of shortages, the contents are to be checked and listed by the Customs Officer.
3. The temperature logging device shall either provide charts of temperature against time in hard copy printed format or downloadable to a computer terminal through a USB port or through web-based software. In either case, the Service Provider shall provide viewing software free of charge. Both devices should be regularly calibrated. The Responsible Persons for CPSU or their delegate must have immediate access to temperature and calibration records authorised by Malta Competition and Consumer Affairs Authority (to be held up to 5 years) upon demand and inspection of transport facilities at any time. Responsible Persons for CPSU or their delegate shall hold and retain such information. Any temperature excursions beyond the limits stipulated on the medicinal products being transported have to be immediately reported to the Responsible Persons for CPSU.
4. Tenderer is to guarantee storage within recommendations during transit; and be held responsible for any damages.
5. The Service Provider is to give notice of date of delivery to shipping officers at the Central Procurement & Supplies Unit two (2) days in advance failing which goods may not be accepted by the Managing Director [Sourcing and Supply Chain Management].
6. The Service Provider is to remove at no extra charge all unwanted packing materials.
7. The Service Provider is obliged to deliver all consignments in accordance with the manufacturer's specified storage conditions.
8. The Service Provider must undertake to effect all documentation needed e.g. Trade licenses.
9. The Service Provider must undertake to effect payment due to the Customs Dept., other Government Departments, Airport/Port Institutions, Shipping Agents etc on behalf of the Central Procurement & Supplies Unit. These payments, including any Official documents fee/charges paid will then be refunded through the Central Procurement & Supplies Unit upon presentation of the necessary relevant documentation within a reasonable time.
10. Occupational Health and Safety:
 - 10.1 The Service Provider shall assume full responsibility and accountability regarding the health and safety of his/her employees and/or sub-contractors including any third parties involved in the execution of this contract
 - 10.2 The Service Provider shall be bound to conform with ACT VII of 1994. (Promotion of Occupational Health and Safety) as well as any other national legislation, regulations, standards, and/or codes of practice, in effect during the execution of the contract, regarding health and safety issues, as they apply for the Contractor's particular operating situation and nature of work activities.

4. Documentation

1. Declaration that the tenderer will have at his/her disposal the resources necessary for the execution of the contract.
2. Proof that the tenderer is insured against all risks; including a copy of insurance cover – Employer's Liability / Public Liability.
3. Details of present Customs Clearance Agency License.
4. Certificate of an ADR Dangerous Goods Driver Training Course approved by the Malta Transport Authority
5. EC Certificate of Training as Safety Advisor for the transport of Dangerous Goods.
6. Proof of approval/permit from the Radiation Protection Board (RBP) for the transportation of Radioactive Material.
7. Evidential documentation indicating that the transportation vehicles to be used for the transportation of medicinal products shall be temperature controlled, capable of maintaining temperature ranges of 2°C – 8°C and 15°C – 25°C depending on the requirements of the medicinal products being transported.
8. Copy of Template of temperature recordings has to be provided through temperature data loggers.
9. Documentation indicating that the stevedore represents one or more Shipping Agents abroad (Name of agent, services etc.)
10. Confirmation of willingness to effect exportation on competitive rates for items, subject to be returned to supplier.
11. Declaration stating that tenderer is directly linked with:
 - 11.1. Customs Computerised Electronic System.
 - 11.2. National Statistics Office (Supplementary Declaration System).

5. Warranties and Indemnity

5.1 The Service Provider shall guarantee:

- a) that it and its personnel have the requisite skill and knowledge to perform the obligations undertaken by them in terms of this Agreement;
- b) 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;
- c) 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;
- d) that in the performance of its obligations it shall at all times comply with the Applicable Law.

5.2 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.

6. Subcontracting

- 6.1 The Service Provider shall not be permitted to subcontract the provision of stevedore services 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.

7. Duration and Termination

- 7.1 The contract shall be valid for a period of three (3) 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.
- 7.2 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.
- 7.3 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.
- 7.4 Termination of the contract shall be without prejudice to the accrued rights of each of the Parties.

8. Notices

- 8.1 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:
- a) in person; or
 - b) by generally accepted electronic transmission provided that a return receipt is requested; or
 - c) by registered mail, postage prepaid and return receipt requested; addressed as set forth this Agreement, or to such other address as may from time to time be specified by notice in writing.

9. Charges, Invoicing and Payment

- 9.1 The Service Provider is to submit a monthly invoice giving details of all services carried out on behalf of the Central Procurement and Supplies Unit or any other entity. The invoices must include the original receipts issued by the Customs Department, other Government Departments, Airport/Port Institutions, Shipping Agents etc for payment effected by the contractor on behalf of the Central Procurement and Supplies Unit or any other entity.
- 9.2 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.

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- 9.3 Throughout the Term (and Extended Term, if any), the fees shall be fixed.
- 9.4 The established fees are inclusive of VAT, if applicable.
- 9.5 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.
- 9.6 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.
- 9.7 If at any time MFH, acting in good faith, disputes all or any of the fees:
- a. MFH shall notify the Service Provider, specifying in reasonable detail MFH's reasons for disputing the invoice;
 - b. MFH shall pay to the Service Provider, all amounts not disputed in good faith by MFH; and
 - c. 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 the Conditions of this agreement.

10. Announcements

- 10.1 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.
- 10.2 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.

11. Instructions to Bidders:

In submitting interest for negotiations, 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 **24th March 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 **27th March 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 1st April 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: Provision of Licensed Stevedore Services to the Central Procurement and Supplies Unit within the Ministry for Health

Full Name of Participant:	
Address of Participant:	
Contact Telephone Number:	
Email Address:	
VAT Number:	
Technical Competence in the relevant sector:	
Track Record in the relevant sector:	
<p>I/We confirm that I/we will have at my/our disposal the resources necessary for the execution of the contract.</p> <p>I am attaching a declaration confirming the above.</p>	<input type="checkbox"/> I/We confirm (attachment required)
<p>I/We confirm that I/we am/are insured against all risks.</p> <p>I am attaching proof of the above including a copy of insurance cover - Employer's Liability / Public Liability.</p>	<input type="checkbox"/> I/We confirm (attachment required)
I/We confirm that I/We am/are in possession of Customs Clearance Agency License.	<input type="checkbox"/> I/We confirm

<p>I am attaching details of present Customs Clearance Agency License.</p>	<p>(attachment required)</p>
<p>I/We confirm that I/we hold Certification for ADR Dangerous Goods Driver Training Course approved by the Malta Transport Authority.</p> <p>I am attaching the Certificate of an ADR Dangerous Goods Driver Training Course approved by the Malta Transport Authority.</p>	<p><input type="checkbox"/> I/We confirm</p> <p>(attachment required)</p>
<p>I/We confirm that I/we hold an EC Certificate of Training as Safety Advisor for the transport of Dangerous Goods.</p> <p>I am attaching the EC Certificate of Training as Safety Advisor for the transport of Dangerous Goods.</p>	<p><input type="checkbox"/> I/We confirm</p> <p>(attachment required)</p>
<p>I/We confirm that I/we hold approval/permit from the Radiation Protection Board (RBP) for the transportation of Radioactive Material.</p> <p>I am attaching proof of approval/permit from the Radiation Protection Board (RBP) for the transportation of Radioactive Material.</p>	<p><input type="checkbox"/> I/We confirm</p> <p>(attachment required)</p>
<p>I/we confirm that I/we am aware that the transportation vehicles to be used for the transportation of medicinal products shall be temperature controlled, capable of maintaining temperature ranges of 2°C - 8°C and 15°C - 25°C depending on the requirements of the medicinal products being transported.</p> <p>I am attaching evidential documentation confirming the above.</p>	<p><input type="checkbox"/> I/We confirm</p> <p>(attachment required)</p>
<p>I am attaching a copy of Template of temperature recordings which has to be provided through temperature data loggers.</p>	<p>(attachment required)</p>
<p>I/We confirm that I/we represent one or more Shipping Agents abroad.</p> <p>I am attaching documentation indicating the above. To include name of agent, services etc.</p>	<p><input type="checkbox"/> I/We confirm</p> <p>(attachment required)</p>
<p>I/We confirm that I/we am/are willing to effect exportation on competitive rates for items, subject to be returned to supplier.</p>	<p><input type="checkbox"/> I/We confirm</p>

I/We declaration that I/we am/are directly linked with:
1. Customs Computerised Electronic System.
2. National Statistics Office (Supplementary Declaration System).

I am attaching declaration of the above.

I/We confirm

(attachment required)

Signature:

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

Date: