

Our Ref: CPSU 0271/20

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Request for Participation (Negotiated) for the Provision of Magnetic Resonance Imaging (MRI) Services

1. Introduction

The Central Procurement and Supplies Unit (CPSU) within the Ministry for Health (MFH) wishes to identify economic operators interested in providing Magnetic Resonance Imaging Services.

The Ministry for Health is interested to outsource up to 3000 Magnetic Resonance Imaging (MRI) including both Routine and Cardiac MRI examinations over a period of 24 months.

2. Terms of Reference

Negotiations will be undertaken only with eligible candidates who can provide MRI Services in terms of the following specifications:

- Outsourcing shall be focused on routine imaging and if examination warrants the use of contrast medium by means of a 1.5 Tesla MRI or higher.
- It is pertinent to note that the successful contractor shall be bound to make use of the Medical Imaging Department (MID) MRI protocols.
- The service provider must have the ability to import (export) images and associated demographics, into the Mater Dei Hospital PACS/RIS system seamlessly and without any form of interruption to routine MID scanning services available at Mater Dei Hospital, making use of a DICOM 3 compatible interface.
- All patients being referred for this service shall be authorized and monitored by the Ministry for Health or its representative from the MID department MDH.
- The total number of outsourced procedures is estimated at circa 3000 MRIs; however the Ministry for Health reserves the right to increase or decrease this number by fixed percentage once a definite agreement is reached.
- It is expected that service will be required immediately with the Contracting Authority reserving the right to extend by further periods.

The MRI services means all the services that may be required by the patient visiting the location for the purpose of having a Magnetic Resonance Imaging examination.

Other Conditions

- The Service should cater for the eventuality of general anaesthesia including that for neonatal. In specific cases as indicated by Mater Dei Hospital a qualified nurse who is cognizant with both the unit as well as the facilities within, will need to be present during the examination.
- The location, that is where the MRI is situated, should be equipped and present at all times, with an anaesthetic machine, emergency support trolley equipped with all the necessary drugs and consumables, monitoring equipment, suction apparatus and a defibrillator for the eventuality of emergencies and trauma cases.
- No radiological report is required
- Bidders should provide a company profile and also details of the type and make of the equipment it operates.
- The Ministry for Health reserves the right to use the contract when the need arises and according to the exigencies.
- The Ministry for Health reserves the right for usage of parts or the whole contract.
- The Contracting Authority reserves the right to refuse any or all of the offers, including the most advantageous.
- The Contracting Authority reserves the right to award the contract to more than one service provider.
- Contrast medium when required should be provided by the service provider at no additional cost.

3. Selection Criteria

Phase 1 - Interested bidders shall submit their interest in providing this service. All submissions will be evaluated according to the requirements specified in this document. The Contracting Authority may request clarifications from bidders in order to ascertain compliance.

No financial offers are to be submitted at this stage. Any financial offers submitted will not be considered.

Phase 2 - The Contracting Authority will enter into negotiations, as regards the fees for the provision of this service with all compliant bidders.

The Contracting Authority reserves the right not to enter into negotiations (Phase 2) with any bidder.

The Contracting Authority reserves the right to award the contract to more than one service provider.

This request for participation and the subsequent offers from bidders do not constitute an obligation on the part of the Contracting Authority to enter into agreement with any of the bidders or make use of their service. The Contracting Authority releases itself from any commitment whatsoever.

4. Instructions to interested parties

Requests for participation shall at least include the following information:

- Full name of the Service Provider and any company/individuals forming part of it;
- Address of Service Provider and any company/individuals forming part of it;
- Full name and address of contact person;
- Contact Telephone Number/Mobile Number with country code;
- E-mail Address;
- VAT number;
- A company profile and also details of the type and make of the equipment it operates;
- Any comments on the Terms of Reference of importance for the successful execution of the service, in particular its objectives and expected results, thus demonstrating the degree of understanding of the subsequent contract;
- An outline of the approach proposed for contract implementation.

Submissions must be provided in Word, Excel, pdf or jpg formats. No links are to be provided for Technical Specifications. These should be attached with the offer. Other formats will NOT be considered.

Please note that ALL submissions/documentation must include the Reference number. In cases where this information is not included the Contracting Authority reserves the right NOT to consider the submission.

5. Request for clarifications

Clarifications can be sought by not later than noon of **Thursday 20th February 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 **Monday 24th February 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>

6. Submissions

Requests for Participation should ONLY be submitted through negotiation.cpsu@gov.mt by not later than **10:00am on Thursday 27th February 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.

7. EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Procedure for the Submission of Appeals – Regulation 84 of the Public Procurement Regulations

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value of the whole tender prior to publication or if the tender is divided into lots according to the estimated of the tender for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. 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 calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

(a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;

(b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;

(c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

8. SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions (Clause 9 below) governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

Article 2: Notices and Written Communications

- 2.2 Any written communication relating to this contract must be sent by post, e-mail, or by hand to:

Contracting Authority:
Central Procurement and Supplies Unit
UB002, Industrial Estate
San Gwann SGN 3000
Malta

Email: negotiation.cpsu@gov.mt

Contact details will be provided by the Contracting Authority on signing of contract. All official communications shall be performed through traceable means.

Article 5: Supply of Information

- 5.1 As per General Conditions.

Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

Article 7: Obligations of the Contractor

- 7.12 The contractor shall, within 15 calendar of receipt of the contract, sign and date the contract and return it together with the original Performance Guarantee. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where the amount of the total contract value is €500,000 or above.

Economic Operators have the possibility to provide the Contracting authority with a Single Bond covering the Performance Guarantees for all the contracts **with the same Contracting Authority**. If an additional contract is awarded to a given contractor, which results in an Economic Operator's current Cumulative Contracts Value to go beyond the contract value range currently covered by the Single Bond, the Contractor is to be requested to: either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value.

The Performance Guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

The Performance Guarantee shall be in the format given by the Contracting Authority, and must be provided in the form of a bank guarantee. **The Contracting Authority will not effect**

any payment to the Contractor until the Performance Guarantee and or the Single Bond has been submitted.

Article 13: Medical, Insurance and Security Arrangements

13.3 As per general conditions

Article 14: Intellectual and Industrial Property Rights

14.3 Not applicable

Article 15: Scope of the Services

15.1 The scope of the services is defined in the Terms of Reference.

Article 16: Personnel and Equipment

16.3 As per General Conditions.

Article 18: Execution of the Contract

18.1 This contract is to commence from the last date of the signing of the contract.

18.2 This contract is for a period of two (2) years from the date of the last signature of the contract extendable for a further two (2) periods of six (6) months each at the discretion of the Contracting Authority, for a total of three (3) years. Should one of the parties wish to terminate the original contract prior to the expiry date of the extended contract, this should be communicated in writing with a three (3) month notice in advance.

Article 19: Delays in Execution

19.2 As per General Conditions.

Article 20: Amendment of the Contract

20.5 Modifications to the contract shall be up to a maximum of 50% of the awarded contract value. The prerogative to order such modifications shall vest in the Contracting Authority and if not used the Contractor shall have no claim against the Contracting Authority.

Article 24: Interim and Final Progress Reports

24.1 Not applicable.

Article 26: Payments and Interest on Late Payment

26.1 This is a fee-based contract.

The service provider shall submit an invoice each month indicating the procedures carried out. The invoices presented shall be subject to certification by the Contracting Authority. Payment will be made to the service provider by the Contracting Authority within sixty (60) days after certification of any invoice presented.

- 26.2 Payments are to be effected within a maximum of sixty (60) days, failing which the provisions of the Late Payments Directive will come into effect.

Article 27: Pre-Financing Guarantee

- 27.2 Not applicable.

Article 28: Audit Certificate

- 28.4 As per General Conditions.

9. General Conditions of Contract

The full set of General Conditions for Services Contracts (Version 2.3) can be viewed/downloaded from the 'Resources Section' at: www.etenders.gov.mt

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.