

EXPRESSION OF INTEREST (EOI) FOR PROVISION OF SERVICES OF H&S PROJECT SUPERVISION

REF: EOI-IND-ADM-S170-25

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Date published	5 th August 2025
Deadline for request for any additional information from the Contracting Authority	Thursday 21 st August
Closing Date	27 th August 2025

This document is downloadable through <https://indismalta.com/expression-of-interest/>

1. Background

- 1.1 INDIS, is responsible for administering Government-owned industrial parks and related facilities around Malta and Gozo, as well as supporting and promoting their further development. INDIS works closely with other entities, Government departments, and a host of service providers to continue offering the best possible service through the continuous development and management of qualitative, sustainable, and innovative industrial property solutions that are considered a crucial impetus for the islands' sustainable economic development.
- 1.2 Indis Malta Ltd as part of its initiatives, it publishes Expressions of Interest to invite individuals or companies to indicate their interest in participating in projects with specified requirements.

2 Scope, Service and Duration

- 2.1 INDIS Malta Ltd is seeking expressions of interest from qualified and experienced professionals for the role of Health and Safety Project Supervisor for health and safety matters as defined in the current L.N.88 of 2018 - S.L. 646.25 and the upcoming L.N.52/2025 (S.L.646.27) - *Work Place (Minimum Health and Safety Requirements for Work at Construction Sites) Regulations* and any amendments thereto and other applicable laws, as may be amended from time to time.
- 2.2 INDIS Malta Ltd has several upcoming projects that require the services of a H&S Project Supervisor, who will be responsible for overseeing and ensuring compliance with local health and safety regulations throughout all stages of the project lifecycle. The appointed candidate will be integral in fostering a robust safety culture and implementing best practices in occupational health and safety within project management.
- 2.3 Notwithstanding the foregoing such Agreement shall be terminated with immediate effect during the Term in the event that payments payable to the Service Provider reach the Grand Total Sum stated in Schedule 1 of this document net of Value Added Tax.
- 2.4 The duration of the service provision shall be twenty-four (24) months, with the possibility of extension for an additional period not exceeding twelve (12) months, under the same rates, terms, and conditions and at the discretion of INDIS Malta Ltd. For avoidance of doubt the quantities and values are capped for twenty-four (24) months, in case of

- extension, same rates, terms and conditions apply and once the original quantities are exceeded, an addendum shall be duly formulated subject to approval.
- 2.5 Agreement may be renewed by INDIS by giving the Service Provider at least two (2) weeks' notice in writing prior to the expiration of the Term. The Service Provider shall have the right to decline any such renewal by informing INDIS in writing within three (3) days from receipt of the notice of renewal.
 - 2.6 Service Provider may at any time during the Term and without citing any reason, terminate such Agreement by giving one (1) weeks' notice in writing to INDIS. The project location shall be at the INDIS Malta Industrial Estates located in Malta. Projects located in Gozo are excluded from the scope of this Expression of Interest.
 - 2.7 The issuance of this Expression of Interest does not imply any obligation to award a contract, and participation in this process does not entitle applicants to any form of engagement. Parties agree that the relationship being created pursuant to such Agreement is one of a contract for services and such Agreement is not a contract of employment and shall not create any form of employment relationship between the Parties.

3 Responsibilities

- 3.1 The H&S Project Supervisor shall be responsible for fulfilling the duties outlined in current Legal Notice 88 of 2018 - S.L. 646.25 and the upcoming L.N.52/2025 (S.L.646.27) *Work Place (Minimum Health and Safety Requirements for Work at Construction Sites) Regulations*, and other duties as per CAP 646 ACT XXXIII of 2024 and its subsidiary legislations, any subsequent amendments thereto, standards and codes of practice.
- 3.2 **Key Responsibilities (including, but not limited to the following):**
 - a. Where volume of work is scheduled to last longer than 30 working days and on which more than 20 workers are occupied simultaneously, or on which the volume of work is scheduled to exceed 500 person-days, the H&S Project Supervisor shall communicate a prior notice to OHSA at least four (4) calendar weeks before commencement of works.
 - b. Draw up a health and safety plan, revise it when required and communicate it with the relevant stakeholders.
 - c. Prepare and update the Health and Safety file.
 - d. Carry out regular inspections on site and submit inspection reports to INDIS.
 - e. Coordinate the implementation of the general principles of prevention and safety as per regulations.
 - f. Organize cooperation between contractors.
 - g. Shall take all the necessary measures for the safeguard of occupational health and safety.
 - h. Take the steps necessary to ensure that only authorized persons are allowed onto the construction site.
 - i. Coordinate with the OHSA as appropriate and when necessary.
 - j. Perform any other duties as per CAP 646 ACT XXXIII of 2024 and subsidiary legislations as required.
 - k. For each project, excluding domestic projects, the client/client representative shall appoint a competent Project Supervisor for health and safety matters. The Occupational Health and Safety Authority is to be notified of this appointment.
 - l. For a domestic client, the requirement shall not apply if the project does not require prior notice, involves only one contractor for the entire project, and does not include

particular risks as outlined in Schedule II of L.N. 52 of 2025. (Domestic client means a client for whom a project is being carried out which is not in the course or furtherance of a business of that client and is a person carrying out minor works in a premises belonging to him).

- m. The Project Supervisor shall be selected from the published Competent Persons Register, which is administered by OHSA. This can be viewed and downloaded for free from the OHSA website (<https://ohsa.mt/competent>). No project shall commence or continue without an appointed competent Project Supervisor.
- n. The appointed Project Supervisor shall operate and carry out his duties with the scope of ensuring cooperation between all duty holders. The project supervisor shall determine the frequency of their visits and carry out inspections in ensuring the safe completion of the project.
- o. The Project Supervisor shall ensure that the measures being taken are in full compliance with law and where necessary issue written instructions.
- p. The Project Supervisor is being given the power to stop works if the necessary measures are not taken. In the absence of any co-operation by any person with such direction, the project supervisor is obliged to inform the OHSA.
- q. Should a Project Supervisor terminate his/her engagement, the works shall cease to continue until such time as another is appointed and the Authority is notified of the change.
- r. At every construction site each contractor providing a service shall carry out or ensure that a written risk assessment is carried out. This also applies to any self-employed person.
- s. A client may appoint his representative to take over the legal obligation assigned to the client in terms of law, and such client representative, once appointed as established by these regulations, shall be responsible for carrying out the duties imposed on the client.
- t. Contractors and employees shall ensure cooperation, provide information and adhere to directions given by the project supervisor.

- 3.3 The rate indicated is deemed to comprise of the relevant tasks and activities related to each respective occurrence per day that includes all the requirements and activities conducted on the day of the occurrence. This is deemed to include but not limited to tasks, site visits, submission of any documentation including H/S Plan, H/S Risk Assessment, any other reports by email after each site visit/supervision, meetings, weekly report etc. The costs of such services shall be deemed to be included in the rates provided.
- 3.4 The frequency of inspections shall be appropriate to the size of the site, the nature and severity of hazards and risks present, and the type of work being performed. Inspection frequency must align proportionally with the volume of work and site activities. Due to the nature of the service provision, it is the service provider's responsibility to determine and conduct the required number of inspections and occurrences during the period of the project assigned. The quantities given in the Schedule are only indicative. The quantities represent the coverage of the duration of twenty-four (24) months from Monday to Sunday including Public Holidays and are therefore capped to a maximum. For every satisfactory occurrence, this shall be duly deducted from such quantities. Should the quality or quantity of the services provided be deemed unsatisfactory, INDIS Malta Ltd reserves the right to terminate the service. Contractor shall have no right to claim for compensation for any quantity or service not utilized by INDIS Malta Ltd.

- 3.5 The rate is to cover all tasks mentioned in the request for service provision conducted from Monday to Sunday as required and as deemed necessary by the H&S Project Supervisor.
- 3.6 The service provider must sign in and out whenever on site. If the service provider determines that a site visit is unnecessary, this must be communicated to INDIS Malta Ltd the day prior. Clearance will be granted by INDIS Malta Ltd based on a satisfactory justification.
- 3.7 Service provision shall commence within one (1) week from notification.
- 3.8 **Daily report shall be submitted within 24 hours** from each respective on-site task (visit, meeting, H/S risk assessment, and/or H/S Plan or otherwise, as applicable)

4 Renumeration and Payment terms

- 4.1 The fees which are payable to the Service Provider shall be calculated, based on each occurrence as fees for the services rendered to INDIS Malta Ltd. Payments will be deducted as per certified occurrence as defined in Section 3 of this document at the fixed rates established in Schedule 1. Payments will be made by bank transfer within 30 days following the submission of the monthly invoice at the start of the month succeeding the service period.
- 4.2 Definition:
 - i. In this contract, an “occurrence” refers to a single calendar day on which the service provider carries out all the agreed tasks/contractual obligations—such as inspections, site visits, submission of documents (e.g. Health & Safety Plan and Risk Assessments), meetings, supervision reports, and weekly reporting attributed to the scope of the service provision. Each occurrence is considered complete once any or all of these activities are performed on that day, and the cost is included in the per-day rate.
 - ii. The frequency and number of these occurrences aren't fixed; instead, they depend on the site's size, risk level, and type of work. It's the service provider's responsibility to decide how many inspections/occurrences are needed to fulfill the contract requirements over the 24-month period. The number given in the Schedule is just a maximum cap—not a guarantee. INDIS Malta Ltd. can terminate the contract if the services fall short in quality or quantity, and the contractor cannot claim compensation for unused occurrences.

Schedule 1					
Contact Details					
Name of Company				I.D. Number	
Address					
Competent Person Register of the OHSA				Vat Number	
E-mail					
Health and Safety Project Supervisor					
Item No	Description	Unit	Capped Qty	Rate	Total Amount including Taxes, other Duties & Discounts but Exclusive of VAT €
1	Rate for Health and Safety Project Supervision to cover all tasks mentioned in the Responsibilities Section to be conducted from Monday to Sunday as required and as deemed necessary by the H&S Project Supervisor. The rate covers a period of twenty-four (24) months based on: <ul style="list-style-type: none"> An estimated full coverage of 5 occurrences happening on weekdays per week and; An estimated full coverage of 2 weekend occurrences happening during the weekend, per week. A full coverage of 28 occurrences happening on a Public Holiday 	Weekday Occurrence	520	70	36,400
		Weekend/ Public Holiday Occurrence	238	120	28,560
Grand Total					64,960
Note 1: The rate indicated is deemed to comprise of the relevant tasks and activities related to each respective occurrence per day that includes all the requirements and activities conducted on the day of the occurrence. This is deemed to include but not limited to tasks, site visits, submission of any documentation including H/S Plan, H/S Risk Assessment, any other reports by email after each site visit/supervision, meetings, weekly report etc. The costs of such services shall be deemed to be included in the rates provided.					
Note 2: The frequency of inspections shall be appropriate to the size of the site, the nature and severity of hazards and risks present, and the type of work being performed. Inspection frequency must align proportionally with the volume of work and site activities. Due to the nature of the service provision, it is the service provider's responsibility to determine and conduct the required number of inspections and occurrences during the period of the project assigned. The quantities given in the Schedule are only indicative. The quantities represent the coverage of the duration of twenty-four (24) months from Monday to Sunday including Public Holidays and are therefore capped to a maximum. For every satisfactory occurrence, this shall be duly deducted from such quantities. Should the quality or quantity of the services provided be deemed unsatisfactory, INDIS Malta Ltd reserves the right to terminate the service. Contractor shall have no right to claim for compensation for any quantity or service not utilized by INDIS Malta Ltd.					

Signed by: 	In the capacity of:
Being fully authorized by and acting on behalf of 	Date:

5 Clarifications

- 5.1 The interested individuals may submit any clarification requests to INDIS Malta Ltd by sending an email to eoim@indismalta.com by not later than the date provided in the Timetable in Item 7. The interested individuals are advised that clarification notes, interpretations, correction or changes to the EOI will be uploaded on <https://indismalta.com/> in the Expression of Interest Section.
- 5.2 The interested persons are advised that any clarification notes, interpretations, correction or changes to the EOI will constitute an integral part of this EOI and it is the responsibility of the interested individuals to ensure that the website is reviewed regularly prior submitting their offer.

6 Submission of Interest

- 6.1 Submissions should follow the below guidelines:
- Individuals who are interested to apply must do so by sending an email to eoim@indismalta.com , by not later than 27th August 2025, indicating the subject as **EOI - IND-ADM-S170-25**.
 - A submission must include in it a detailed CV of the interested person, portraying qualifications and experience so far, and a profile of services already provided to businesses and/or Government Ministries/Departments/Entities.
 - The prospective candidate must be registered under the Competent Person Register of the OHSa.
 - The prospective candidate must be covered by an Insurance policy such as Public Liability, Errors and Omissions and/or Professional Indemnity Insurance, suitable for the respective project, which proof shall be submitted to INDIS Malta Ltd before commencing of service provision.
 - The prospective candidate shall be deemed as a competent person as defined in CAP 646 ACT XXXIII of 2024, and having a minimum of five (5) years proven relevant work experience.
 - Be a proficient user C2 in both Maltese and English.
 - Submissions received after the closing date of this EOI will not be considered.
 - All submissions will be acknowledged and treated in the strictest confidence.

7 Selection

- 7.1 In order to be eligible for this EOI, interested qualified Service providers must provide evidence that they meet or exceed the criteria outlined. Interviews will be held where INDIS Malta Ltd deems fit.

8 Application

- 8.1 Application Process:
- 8.2 Interested candidates are invited to submit their expression of interest including:
- A brief cover letter outlining suitability for the role.
 - Updated curriculum vitae (CV).
 - Copies of relevant qualifications and certifications.
 - OHSa Competent Person Register official registration number.

9 Terms and Conditions

- 9.1 Indis Malta Ltd reserves the right to cancel the service provision at any time, and the service provider has no right to claim compensation for damages in this regard.
- 9.2 The Service Provider shall conform to the general Government of Malta rules and regulations in force from time to time.
- 9.3 In the event of pecuniary damage arising from disregarding or failing to comply with any order, standing order or instruction given or from any neglect of duty whatsoever on his/her part, the service provider shall be liable to a deduction from his/her fee to make good the damage or any part thereof, the amount of which shall be fixed by INDIS Malta Ltd.
- 9.4 The Service Provider shall not enter into any contractual commitment on behalf of INDIS Malta Ltd without first obtaining written permission from the Executive Chairperson.
- 9.5 The Service Provider warrants that s/he shall perform the Services in good faith, with due diligence and to a high level of professional skill and care.
- 9.6 INDIS Malta shall have no limitation on its right to appoint at any time other third parties to provide, in whole or in part, one or more of the services stipulated in Section 3 of this document.
- 9.7 After the selection process, the INDIS Malta Ltd reserves the right to negotiate, through a pool of eligible candidates and where and as applicable, through a framework system, assign projects at its own discretion at the same rate and terms and conditions.
- 9.8 The Service Provider shall not use or engage sub-contractors to provide the Services stipulated under this document. The Service Provider shall not enter into any contractual commitment on behalf of INDIS Malta Ltd without prior written consent of the Executive Chairperson.
- 9.9 The Service Provider will be contracted through an entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.
- 9.10 Contractual obligations may not be modified other than by a written instrument executed by duly authorized representatives of the Parties. This applies also to any amendments and/or additions to Contracts which shall be made in writing and signed by authorized representatives of the Parties. Any annexes, appendixes, amendments and/or additions to Contracts are held as integral parts of the Contract from the day of their signing.
- 9.11 No waiver of any provision of a Contract shall constitute a waiver of any other provision/s or of the same provision on another occasion. Failure of either Party to enforce any provision of a Contract shall not constitute a waiver of such provision or any other provision/s of the same Contract.
- 9.12 Any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to such Contract and/or any of its appendixes, amendments and/or additions or their formation (including any non-contractual disputes or claims), shall be governed by the Laws of Malta and the Courts of Malta have exclusive jurisdiction over all such disputes arising from and relating to its interpretation, performance, execution and otherwise.

10 Right of Refusal

- 10.1 The Authority reserves the right not to consider any of the submissions, since participation in this process does not give prospective candidates the right to be engaged. The decision of the INDIS Ltd. will be final and binding on all participants.