



REFERENCE NUMBER: MGOZ Q 31/2019

**Quotation for the Supply and Delivery of Medicine for  
Neutering Campaign, on a period contract basis for the  
Animal Welfare Unit, Ministry for Gozo**

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Date Published: Friday, 15<sup>th</sup> February, 2019

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Quotation Opening: Friday, 1<sup>st</sup> March, 2019 At 10:00am CET

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Participation is free of charge

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**IMPORTANT**

Clarifications shall be uploaded and will be available to view/download from <http://mgoz.gov.mt>

**Ministry for Gozo**

St. Francis Square, Victoria, Gozo VCT 1335  
Tel: 22100222 Email: [procurement.mgoz@gov.mt](mailto:procurement.mgoz@gov.mt)

## Table of Contents

<b>SECTION 1 - INSTRUCTIONS TO BIDDERS</b> .....	<b>3</b>
1. General Instructions .....	3
2. Timetable .....	3
3. Lots.....	3
4. Variant Solutions .....	3
5. Financing.....	4
6. Clarification Meeting/Site Visit .....	4
7. Selection and Award Requirements.....	4
8. Criteria for Award .....	5
9. Submission of Quotation .....	5
10. Data Protection and Freedom of Information .....	6
11. Gender Equality .....	6
<b>SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS</b> .....	<b>7</b>
<b>SECTION 3 - SPECIAL CONDITIONS</b> .....	<b>9</b>
<b>SECTION 4 - TECHNICAL SPECIFICATIONS</b> <sup>(Note 3)</sup> .....	<b>15</b>
<b>TECHNICAL OFFER</b> .....	<b>15</b>
<b>FINANCIAL BID</b> .....	<b>17</b>
<b>BIDDER DETAILS</b> .....	<b>20</b>
<b>BIDDER'S DECLARATION(S)</b> .....	<b>21</b>

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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is the Supply and Delivery of Medicine for Neutering Campaign for the Animal Welfare Unit, Ministry for Gozo.
- 1.3 The place of acceptance of the supplies shall be at the Animal Welfare Unit, Government Experimental Farm, Mgarr Road, Xewkija, Gozo. The time-limits for delivery shall be as and when required for a period of six (6) months from date of letter of acceptance or official order with the possibility of a further extension of six (6) months subject to agreement between the Contractor and the Contracting Authority and the INCOTERM2000 applicable shall be Delivery Duty Paid (DDP).
- 1.4 This is a unit price supply contract.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The Contracting Authority for this quotation is the Office of the Permanent Secretary.

## 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | n/a        | n/a     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 21/02/2019 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 25/02/2019 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 01/03/2019 | 10:00am |

\* All times Central European Time (CET)

## 3. Lots

- 3.1 This quotation is divided into lots. Bidders may submit a quotation for several lots (one or more lots).
- 3.2 The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible.
- 3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9.

## 4. Variant Solutions

- 4.1 No variant solutions will be accepted. Bidders must submit a quotation in accordance with the requirements of the quotation document.

## 5. Financed

- 5.1 This Project is Financed from Local Budget Funds.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

- 7.1 In order to be considered eligible for the award of the contract, bidders must provide evidence that they meet or exceed certain minimum criteria described hereunder.

### (A) Eligibility Criteria

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering (included as part of the Bidder's Declaration). <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2A)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2A)</sup>

### (B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)). <sup>(Note 2A)</sup>

- (i) Declaration concerning exclusion grounds - Blacklisting and Exclusion Form
- (ii) Declaration concerning Selection Criteria - Not Applicable

### (C) Technical Specifications

- (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation <sup>(Note 3)</sup>
- (ii) **Literature** as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. **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.** <sup>(Note 2B)</sup>

### (D) Financial Offer

- (i) A filled-in Financial Bid Form. <sup>(Note 3)</sup>

#### Notes to Clause 7.1:

1. *Not applicable for departmental quotations.*
2. A) *Bidders 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) *Bidders 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. Criteria for Award**

- 8.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced quotation satisfying the administrative and technical criteria.

## **9. Submission of Quotation**

The quotation must comprise the following duly completed documents, inserted in a single, sealed envelope:

- (i) Statement on Conditions of Employment
- (ii) Blacklisting and Exclusion Form
- (iii) Bidders' Details
- (iv) Bidder's Declaration
- (v) Technical Offer
- (vi) Financial Bid
- (vii) Literature List

All quotations must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box.

All packages must bear only:

- (i) the reference of the invitation to quotation concerned;
- (ii) the name of the bidder.

The quotations must be submitted in English and deposited in the tender box **before** the deadline. Late submissions will not be accepted. They must be submitted:

EITHER by recorded delivery (courier service) or hand delivered to:

**Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo**

Quotations submitted by any other means will not be considered.

No liability can be accepted for late delivery of quotations. Late quotations will be rejected and will not be evaluated.

Bidders may alter or withdraw their quotations by written notification prior to the above deadline. No quotation may be altered after the deadline for submission.

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in the same manner as the quotation submission explained above, and the envelope must also be marked with "alteration" or "withdrawal".

**Quotations will be opened in a public session on the date and time indicated in the timetable at Clause 2 at the Procurement Unit, Ministry for Gozo, St. Francis Square, Victoria, Gozo. A 'Summary of Quotations Received' will be drawn up and affixed on the Contracts notice board at the Ministry for Gozo and shall also be available to view on the Ministry's website, <http://mgoz.gov.mt/en/Pages/Procurement/Notice%20Board/Notice-Board.aspx>**

Reductions or alterations to quotation prices made by bidders after submission will not be taken into consideration during the analysis and evaluation of the quotations.

The Contracting Authority reserves the right to accept or reject any quotation and/or to cancel the whole quotation procedure and reject all quotations. The Contracting Authority reserves the right to initiate a new invitation to quote.

In the event of a quotation procedure's cancellation, bidders will be notified by the Contracting Authority.

**In no circumstance will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a quotation, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## ***10. Data Protection and Freedom of Information***

Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract 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.

## ***11. Gender Equality***

In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

## SECTION 2 - EXTRACTS FROM THE 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 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 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 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 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, the Ministerial Procurement Unit 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, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit 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 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, the Ministerial Procurement Unit 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.



## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions 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: Law Applicable*

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### *Article 4: Communications*

Communication following award of contract shall be to the:  
Officer in Charge  
Animal Welfare Unit  
Mgarr Road  
Xewkija, Gozo

### *Article 7: Supply of Documents*

- 7.4 A delivery note must be provided by the Contractor upon each and every delivery. Following, an Invoice must be issued by the Contractor for each delivery and respective payments will be processed following certification by the Contracting Authority.

### *Article 8: Assistance with Local Regulations*

As per General Conditions.

### *Article 9: The Contractor's Obligations*

- 9.6 Sub-Article 9.6 is not applicable for Malta Funds.
- 9.7 It is the responsibility of the Responsible Person/Qualified Person to make available the batch specific Quality Control Certificate upon request by the Contracting Authority.
- 9.8 **Medical material & devices, food supplements, dietary foods for special medical purposes, chemicals, cosmetics and disinfectants**  
The necessary documentation as determined by the competent authority in Malta or by the Veterinary and Phytosanitary Regulations Department (VPRD) is to be submitted by the contractor upon request by the Contracting Authority.
- 9.9 **Summary of Product Characteristics (Medicinal Products)**  
The Contractor must ensure that a copy of the latest approved Summary of Product Characteristics (SPC) intended for the use of users/professionals is kept at all times by the Contractor.
- The Contractor must make the Summary of Product Characteristics (SPC) available without delay when requested by the Contracting Authority. When the SPC is updated or revised during the period of validity of the contract, the Contractor must provide the Contracting Authority with a copy of the updated or revised SPC.

**9.10 Pharmaceutical Wholesale Dealer (Medicinal Products)**

A contractor must be duly licensed as a pharmaceutical wholesale dealer by the Veterinary and Phytosanitary Regulations Department (VPRD) or an appropriate competent authority of the country where the contractor is registered.

The Responsible Person/Qualified Person must inform the Contracting Authority of any changes including renewal, variation, suspension or revocation of the pharmaceutical wholesale dealer/importation license as issued by the competent authority.

The Licensee and the Responsible Person/Qualified Person of the local pharmaceutical wholesale dealer/importer must ensure that Maltese legislation, conditions of license and other requirements that may be issued from time to time by the the Veterinary and Phytosanitary Regulations Department (VPRD) or the competent authority in Malta are abided with within the definitions of their individual responsibilities.

**9.11 Registration of Medicinal Products**

The Responsible/Qualified Person must inform the Contracting Authority of any changes to the registration status of the medicinal product issued by the competent authority during the validity period of the contract.

***Article 10: Origin***

10.1 As per General Conditions.

***Article 11: Performance Guarantee***

11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contracting Authority will not affect any payment to the contractor until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

**In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.**

***Article 12: Insurance***

12.1 Not applicable.

***Article 13: Performance Programme (Timetable)***

This contract shall run for a period of six (6) months from the date of the last signature on contract with the possibility to extend for another six (6) months. The contractor shall provide the first consignment of Medicine ordered within one (1) week from the date of letter of acceptance or official order to provide supplies due to the urgent nature of the service for which the supplies are required. Any subsequent orders for the duration of this contract will be delivered within one (1) week from official order. All deliveries made must be accompanied by a Delivery Note.

During the effective period of the contract, any selection of the medicine as indicated in the Financial Bid Form may be ordered in any required quantities according to the exigencies of the Contracting Authority and at the awarded rates.

The supply and delivery indicated above must proceed during the period of this contract without any interruptions. Failure to comply with the above instructions will result in penalties being imposed by the Contracting Authority.

**Article 15: Tender Prices**

- 15.1 As per General Conditions.

**Article 16: Tax and Customs Arrangements**

- 16.1 As per General Conditions.  
16.2 As per General Conditions.

**Article 17: Patents and Licences**

- 17.1 As per General Conditions

**Article 18: Commencement Order**

- 18.1 Contract shall commence from the date of the Letter of Acceptance or Official Order to deliver the first consignment of medicine.

**Article 19: Period of Execution of Tasks**

- 19.1 The contract shall run for a period of six (6) months from date of letter of acceptance or official order to deliver the first consignment of medicine with the possibility to extend for a further six (6) months at the same rate, terms and conditions of this call for quotation subject to agreement between the Contractor and the Contracting Authority.

The quantities required for the first and subsequent consignments will be communicated to the contractor following award and letter of acceptance. Any subsequent orders for the duration of this contract shall be delivered within one week from communicated official orders, which will be placed as and when required by the Officer in Charge or his representative.

Following award of contract, the Contracting authority also reserves the right:

- Not to place any orders for the medicine indicated in this quotation over the period of this agreement and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.
- To cancel the contract with the successful tenderer if he/she fails to deliver the supplies within the agreed time scales on three (3) separate instances.
- Should the ordered supplies not be delivered in the agreed time scales, the Contracting authority may seek the purchase of such items from other suppliers and would not by doing so be held liable to any damages or other costs whatsoever.
- To cancel the contract if the supplies delivered fail to meet the specifications and conditions set in this document on three (3) separate instances.

**Article 21: Delays in Execution**

- 21.0 Further to the provisions of the General Conditions, a daily penalty of fifty Euro (€50.00) shall be charged to the Contractor per day of delay on the period of execution stipulated at article 19.1 of these Special Conditions and in the event of any failure to satisfactorily provide the requested supplies as stipulated in this Contract within any timeframes agreed in writing with the Contracting Authority and as per article 25.2 of these Special Conditions. Moreover, the Contracting Authority reserves the right to engage other Contractors and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor.

**Article 22: Modification to the Contract**

- 22.1 Further to the General Conditions, the Contracting Authority reserves the right to vary the quantities specified and would not by doing so, be held liable for any damages. The unit prices awarded through this quotation shall be applicable to the quantities procured under the modification.

#### **Article 24: Quality of Supplies**

24.1 Further to Article 24.1 of the General Conditions, product shelf life cannot be less than 2/3 equivalent period of the lifespan of the medicine being provided. Any infringement in this respect will render the contractor liable to a penalty of 5% of the value of the consignment. The Contracting Authority also reserves the right to purchase from third parties and charge the difference to the Contractor's Account.

24.2 As per General Conditions.

24.4 It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment or part thereof, which in his/her opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and the difference in price charged on the contractor's account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Head of Department.

#### **24.5 Monographs - Medicinal Products**

The Contracting Authority reserves the right to request a true copy of the company in-house monograph.

#### **24.6 Medicinal Products**

The Responsible Person/Qualified Person must inform the Contracting Authority, within 12 hours of having come into possession, of any information concerning batch defects and withdrawal of the product from the market. The Responsible Person/Qualified Person must inform in writing the Contracting Authority of any suspension or withdrawal of the authorization to place the product on the market by the Veterinary and Phytosanitary Regulations Department (VPRD) or the competent authority in Malta. The Responsible Person/Qualified Person of the Contractor must also provide any relevant support and documentation, as necessary, for the Contracting Authority to ensure the safe use of medicinal stocks.

#### **24.7 *Medical material & devices, food supplements, dietary foods for special medical purposes, chemicals, cosmetics and disinfectants***

The Contractor must inform the Contracting Authority within 12 hours of having come into possession, of any information concerning batch defects and withdrawal of the product from the market. The Contractor must provide any relevant support and documentation, as necessary, for the Contracting Authority to ensure the safe use of medical products.

#### **Article 25: Inspection and Testing**

25.2 Medicine will be inspected by a qualified veterinarian.

All items that are found, upon inspection (or after subsequent testing), as being not according to the requested specifications, of poor or inferior quality, shall be replaced by Contractor within a maximum period of three (3) working days of the original delivery at his own expense, and penalties for late deliveries may be applied at the discretion of the Contracting Authority when the replacement of the supplies has not been effected by the deadline given, and such penalties will continue to run until complete replacement of supplies to the satisfaction of the Contracting Authority.

Moreover, the Contracting authority may seek the purchase of such items from other suppliers, and would not by doing so, be held liable for any damages.

## ***Article 26: Methods of Payment***

26.1 Payments will be made in Euro.

Payments shall be authorised by the Contracting Authority, and paid by the Treasury Department.

26.3 As per General Conditions.

26.5 An Invoice must be issued by the Contractor for each delivery and respective payments will be processed following certification by the Contracting Authority.

26.9 Price Revisions shall not be allowed for this quotation.

## ***Article 28: Delayed Payments***

28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

## ***Article 29: Delivery***

29.1 Further to the Provision of the General Conditions, the Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.2 The contractor shall provide at his\her own expense all necessary labour and transport required for the execution of this contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

29.3 The packaging shall become the property of the recipient subject to respect for the environment.

29.5 Each delivery made must be accompanied by a Delivery Note. The Delivery note must be presented to the representative of the Contracting Authority prior to the supplies being unloaded on site. An official invoice must also be presented for each separate delivery.

The quantities indicated in the Financial Bid Form are only an indicative quantity and can be decreased or increased according to the Contracting Authority's exigencies. Delivery of the items

shall be divided into a number of consignments. However, the quantities of the Financial Bid Form are only an indicative quantity for supply for a two (2) year period and can be decreased or increased according to the Contracting Authority's exigencies. with the possibility to extend for a further two (2) years at the same rate, terms and conditions of this call for quotation subject to agreement between the Contractor and the Contracting Authority. The Contractor shall guarantee availability of stocks for all orders made during the period of the contract.

Delivery of the first consignment shall be affected within one (1) week from the date of letter of acceptance or official order to deliver supplies due to the urgent nature of the service for which the medicine is required and subsequently, any orders made for the duration of this contract shall be delivered within one (1) week from order.

- 29.6 Packaging should have all the necessary information such as ingredients, outer labeling, batch number, Best Before date and Manufacturers details.

***Article 32: Warranty***

- 32.1 Not Applicable

***Article 33: After Sales Service***

Not applicable.

***Article 35: Breach of Contract***

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

***Article 41: Dispute Settlement by Litigation***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a national court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

***Article 42: Ethics Clauses***

- 42.4 When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority and the Central Government Authority.

## SECTION 4 - TECHNICAL SPECIFICATIONS <sup>(Note 3)</sup>

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.

This call for quotations is for the supply and delivery of Medicine for Neutering Campaign on a period contract basis for the Animal Welfare Unit, Ministry for Gozo.

| Lot No | Description                                       | Indicative Quantity for 6 months*             |
|--------|---------------------------------------------------|-----------------------------------------------|
| 1      | Medetomidine                                      | 70ml                                          |
| 2      | Ketamine                                          | 150ml                                         |
| 3      | Atipamezole                                       | 40ml                                          |
| 4      | CATGUT chromic absorbable surgical sutures EP 4   | 1 box (with a minimum of 12 units per box)    |
| 5      | Braided Synthetic Absorbable Surgical Suture      | 30 boxes (with a minimum of 12 units per box) |
| 6      | Meloxicam Injectable 5mg/ml                       | 100ml                                         |
| 7      | Amoxicillin + Clavulanic Acid injectable 150mg/ml | 300ml                                         |

\*The quantities in the above table are indicative only and the Contracting Authority reserves the right to increase or decrease the quantities according to its exigencies and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.

**The Contract shall be for a period of six (6) months with the possibility to extend such contract for a further six (6) months subject to agreement between the Contractor and the Contracting Authority.**

### Specifications of the Medicine for Neutering Campaign:

- Product must be registered with the Veterinary and Phytosanitary Regulations Department (VPRD).
- For each provision, the supplier should provide all the necessary information including ingredients, outer labeling, batch number, Best Before date and Manufacturers details.
- The Best Before date cannot be less than 2/3 equivalent period of the lifespan of the supplies.
- All medicinal products should meet those standards laid down in the latest guidelines and legislation set by the competent authorities.

### Delivery

- All deliveries should take place from Monday to Friday during office hours as and when instructed by the Contracting Authority.
- The initial delivery must be made within one (1) week of the date of the official order to deliver supplies due to the urgent nature of the service for which the supplies are needed. The quantity of items for this first consignment will be communicated to the contractor following award.
- Subsequent orders requested by the Contracting Authority must be delivered within one (1) week from official order.

- The Contracting Authority reserves the right to increase or decrease the quantities being indicated in the Technical Specifications and the Financial Bid Form according to its exigencies and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.
- Payments will only be settled following delivery of the items ordered and after the Contracting Authority confirms that the items conform with the specifications of this document and certification of relative invoice is processed
- The quotation must include also costs related to the **delivery and unloading of items** at the Gozo Experimental Farm, Animal Welfare Unit, Mgarr Road, Xewkija, Gozo.



## Technical Offer (Note 3)

**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.**

### **Declaration:**

I / We declare that as part of our technical offer, I/we confirm that the Supply and Delivery of the Medicine for Neutering Campaign being requested in this document will be carried out in accordance with the Technical specifications and all conditions and standards indicated in the quotation document, and as detailed in the Financial Bid form.

Name of Bidder / Company: .....

Signature:.....

Date:.....

*(the person or persons authorised to sign on behalf of the bidder)*

## LITERATURE LIST (Note 2B)

**List of literature to be submitted with quotation offer:**

| Lot No | Description                                                                                                                      | Reference in Technical Specifications      |
|--------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1      | Literature showing the specifications of the Medetomidine the bidder is proposing to supply                                      | As per Technical Specification - Section 4 |
| 2      | Literature showing the specifications of the Ketamine the bidder is proposing to supply                                          | As per Technical Specification - Section 4 |
| 3      | Literature showing the specifications of the Atipamezole the bidder is proposing to supply                                       | As per Technical Specification - Section 4 |
| 4      | Literature showing the specifications of the CATGUT chromic absorbable surgical sutures EP 4 the bidder is proposing to supply   | As per Technical Specification - Section 4 |
| 5      | Literature showing the specifications of the Braided Synthetic Absorbable Surgical Suture the bidder is proposing to supply      | As per Technical Specification - Section 4 |
| 6      | Literature showing the specifications of the Meloxicam Injectable 5mg/ml the bidder is proposing to supply                       | As per Technical Specification - Section 4 |
| 7      | Literature showing the specifications of the Amoxicillin + Clavulanic Acid injectable 150mg/ml the bidder is proposing to supply | As per Technical Specification - Section 4 |

## FINANCIAL BID

Quotation Title: Quotation for the Supply and Delivery of Medicine for Neutering Campaign on a period contract basis for the Animal Welfare Unit, Ministry for Gozo

Reference Number: MGOZ Q 31/2019

N.B -Three decimal points do not exist as currency; therefore, such offers cannot be accepted. Offers are to be submitted up to two decimal points.

| Lot No | Description                                       | Quantity Required* (estimate for a period of 6 months) | Unit                                      | Unit Cost including Taxes /Charges, other Duties & Discounts <u>but</u> Exclusive of VAT (Delivered Duty Paid - DDP) | Total Cost including Taxes /Charges, other Duties & Discounts <u>but</u> Exclusive of VAT (Delivered Duty Paid - DDP) |
|--------|---------------------------------------------------|--------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
|        |                                                   |                                                        |                                           | €                                                                                                                    | €                                                                                                                     |
| 1      | Medetomidine                                      | 70ml                                                   | 10ml                                      |                                                                                                                      |                                                                                                                       |
| 2      | Ketamine                                          | 150ml                                                  | 50ml                                      |                                                                                                                      |                                                                                                                       |
| 3      | Atipamezole                                       | 40ml                                                   | 10ml                                      |                                                                                                                      |                                                                                                                       |
| 4      | CATGUT chromic absorbable surgical sutures EP 4   | 1                                                      | Box containing a minimum of 12 units each |                                                                                                                      |                                                                                                                       |
| 5      | Braided Synthetic Absorbable Surgical Suture      | 30                                                     | Box containing a minimum of 12 units each |                                                                                                                      |                                                                                                                       |
| 6      | Meloxicam Injectable 5mg/ml                       | 100ml                                                  | 100ml                                     |                                                                                                                      |                                                                                                                       |
| 7      | Amoxicillin + Clavulanic Acid injectable 150mg/ml | 300ml                                                  | 100ml                                     |                                                                                                                      |                                                                                                                       |

\*Quantities are only indicative and the Contracting Authority reserves the right to increase or decrease the quantities ordered according to its exigencies, and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ID: \_\_\_\_\_

## BIDDER DETAILS

(A separate, distinct Bidder Details Form must be submitted for EACH OPTION - if applicable - submitted)

|                                    |  |
|------------------------------------|--|
| Company's Name:                    |  |
| Contact Person's Name and Surname: |  |
| Business Address:                  |  |
| VAT Registration Number            |  |
| Telephone Number:                  |  |
| Mobile Number:                     |  |
| E-mail address:                    |  |

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**ID:** \_\_\_\_\_

## BIDDER'S DECLARATION(S) (Note 3)

To be completed and signed by the bidder (including each partner in a consortium).

In response to your letter of invitation to quotation for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No MGOZ Q 31/2019 of 15/02/2019. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our quotation offer not being considered any further. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the supplies, as per description on the Financial Bid
- 3 The total price (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
Lot No 1 €: ..... Lot No 2 €: .....  
Lot No 3 €: ..... Lot No 4 €: .....  
Lot No 5 €: ..... Lot No 6 €: .....  
Lot No 7 €: .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 We are making this application in our own right and **[as partner in the consortium led by < name of the leader / ourselves > ]** for this quotation. We confirm that we are not quoting for the same contract in any other form. **[We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]**. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the quotation procedure.
- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7 We accept that we shall be excluded from participation in the award of this quotation if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.
- 8 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quotation in this procedure. We recognise that our quotation may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quotation.
- 9 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

10 Our quotation submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) **General Information** <sup>(Note 2A)</sup>

(i) Statement on Conditions of Employment

**Exclusion (including Blacklisting) and Selection Criteria** <sup>(Note 2A)</sup>

(b) (i) Declaration concerning exclusion grounds - Blacklisting and Exclusion Form

(c) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

(i) Technical Offer <sup>(Note 3)</sup>

(ii) Literature as per Literature List <sup>(note 2B)</sup>

(d) **Financial Offer and Bidder's Details** <sup>(Note 3)</sup>

**Notes:**

1. *Not applicable for departmental quotations.*

2. A) *Bidders 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) *Bidders 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.*

11 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 10a & 10c(ii) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) working days, and will be free of charge, and that failure to comply shall result in our offer not being considered any further.

12 We note that the Contracting Authority is not bound to proceed with this invitation for quotations and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_

Duly authorised to sign this quotation on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No: \_\_\_\_\_  
(if applicable)

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## Statement on Conditions of Employment<sup>(Note 2A)</sup>

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.  
Non-compliance will invalidate the contract.**

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .....

*(the person or persons authorised to sign on behalf of the bidder)*

Date: .....

**Data on Joint Venture/Consortium (Where applicable)**

|   |                                                                                                                                            |                                                                        |
|---|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1 | Name                                                                                                                                       | .....                                                                  |
| 2 | Managing Board's Contact Details                                                                                                           | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i> | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |
| 4 | Names of Partners                                                                                                                          | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |
| 5 | Name of Lead Partner                                                                                                                       | .....                                                                  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                  |                                                                        |
|   | Place of Signature:                                                                                                                        | Date of Signature:                                                     |
|   | .....                                                                                                                                      | .....                                                                  |

Signature: .....

*(the person or persons authorised to sign on behalf of the Bidder)*

Date: .....



**POWER OF ATTORNEY**

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.2) and clause 7(A)(v) of Section 1 - Instructions to Bidder.

**Signature:** .....  
*(the person or persons authorised to sign on behalf of the bidder)*

**Date:** .....

**BLACKLISTING AND EXCLUSION FORM  
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