



17th February 2023

REFERENCE NUMBER: SPD3/2022/045

FRAMEWORK AGREEMENT FOR THE PROVISION OF INCONTINENCE DIAPERS, PULL-UPS, PADS AND INCO-SHEET FOR SENIOR CITIZENS AND PERSONS WITH SPECIAL NEEDS FOR THE MINISTRY FOR GOZO

Clarification No. 9

Clarification

Bidders are being notified that following judgement delivered on the 14th February 2023 by the Court of Appeal, the tender suspension has been lifted.

The deadline for tender submission is as the following timetable and supersedes the one in the tender document and the ones communicated in the previous clarification note/s:

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority.	1/3/2023	09:30hrs
Clarifications by registered users to be sent online through www.etenders.gov.mt		
Last date on which additional information can be issued by the Contracting Authority	6/3/2023	09:30hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	17/3/2023	09:30hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	17/3/2023	10:00hrs

* All times Central European Summer Time (CEST)

In view of judgment delivered by the Court of Appeal, it is being clarified that in case of award of tender/lots to multiple/different bidders the delivery process is as follows:

1. As per article 1.1 of the ITT, the successful bidder awarded the supply of LOT 1 shall ALSO be responsible for the collection, storing, transportation (loading and unloading where applicable) and distribution of all the items listed under all 3 lots, irrespective if the award of the lots is awarded to the same contractor or to different bidders. It is the sole responsibility of the Contractor of Lot 1 to liaise with the Contractors of Lots 2 and 3 to collect the supplies from their respective premises. All items listed in all lots are to be collected by contractor of Lot 1 from contractors of Lots 2 and 3, and eventually distributed from one



- Centre (Distribution Centre) by the same contractor (Contractor Lot 1), with the Centre to be managed as per Clause 1 in Section 3, Terms of Reference.
2. When Contractor of Lot 1 collects the items from Contractor/s of Lots 2 and 3, a delivery note is to be presented to and endorsed by Contractor Lot 1. At this stage Contractor of Lot 1 shall confirm the quantity of incontinence items collected, and henceforth shall borne all risks
 3. As per article 29.2 of the Special Conditions, all items are to be delivered to the Distribution Centre by the contractor of Lot 1, in its original packaging for hygiene and safety reasons.
 4. With reference to Article 19.1 of the Special Conditions, it is being clarified again that for Article 19.1 (c), (d) and (e) of the Special Conditions, any right of action/s by the Contracting Authority is applicable (will be imposed) to the contractor of the respective LOT that defied the terms and conditions of the contract.
 5. With reference to Article 21.1 of the Special Conditions, it is being clarified that the daily penalty for lack of supply is applicable to the Contractor of the respective lot and NOT to the Contractor awarded LOT 1 who will be eventually managing the distribution center. If the Contractors of Lots 2 and 3 do not supply the Contractor of Lot 1 with the enough supplies (quantities) and/or as per the terms of the tender dossier (not to technical specifications), any applicable penalties are to be borne by Contractors of Lots 2 and/or 3 respectively.
 6. In general, it is therefore being clarified that the penalties for any failure to supply in terms of the contract will be attributed to the responsible contractor, whether under Lot 1, Lot 2 or Lot 3.

All other tender documents, conditions and requirements, which are not superseded by this Clarification, remain in place.