



Reference number: MGOZ MPU T 101/2020

**SERVICES -
TENDER FOR THE SERVICES FOR THE
REFRIGERATED TRANSPORT OF
BIOLOGICAL ANIMAL SAMPLES AND
MICROBIAL SAMPLES FROM THE CIVIL
ABATTOIR GOZO TO DESIGNATED
LABORATORIES IN MALTA**

This project is being financed through local budget.

Important: No Bid Bond is applicable.

Ministerial Procurement Unit - Ministry for Gozo

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 The subject of this tender is the service of refrigerated transport of biological animal samples and microbial samples from the Civil Abattoir Gozo to designated laboratories in Malta.
- 1.2 The place of acceptance of the services shall be the Civil Abattoir in Triq il-Biccerija, Xewkija, Gozo, the time-limits for the execution of the contract shall be two (2) years, and the INCOTERM²⁰²⁰ applicable shall be Delivery Duty Paid (DDP).
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €14,000 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

2. Timetable

The timetable is as follows and as per the dates set through the CfT workspace on the ePPS.

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority.	8/1/2021	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	13/1/2021	09:30hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	21/1/2021	09:30hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	21/1/2021	10:00hrs

* All times Central European Time (CET)

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Clarification Meeting/Site Visit/Workshop

- 4.1 No clarification meeting/site visit is planned.

5. Selection and Award Requirements

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

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section through the tender response format (Note 2)

If applicable, the necessary forms - such as the Power of Attorney, are to be uploaded through the tender response format by the Economic Operator, as indicated in the relevant fields of the tender structure.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from www.etenders.gov.mt). (Note 2)

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.
- (ii) Declaration concerning Selection Criteria

Subcontracting Proportion

Provide the name/s of subcontractor/s and the relative percentage of works/services/supplies to be subcontracted. This information is to be submitted online through the tender response format. (Note 2)

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding subcontracting is left empty, it will be assumed that no subcontracting will take place (0% subcontracting).

(C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. (Note 3)

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** ²⁰¹⁰ (**Grand Total**) for the services tendered as per Tender Response Format. (Note 3)

- (ii) A filled-in Financial Bid Form (as per document available to download online from www.etenders.gov.mt) as per Tender Response Format. ^(Note 3)

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail.

This condition shall not apply to financial bid forms constituted of a Bill of Quantities (BoQ), or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / applicable.

Notes to Clause 5:

- 1. Not applicable for departmental tenders.*
- 2. Tenderers 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.*

All Rectifications are free of charge.

- 3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

6. Criteria for Award

- 6.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

SECTION 2 - 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 may be indicated afterwards.

Article 2: Notices and Written Communications

- 2.4 Further to what is stated in the General Conditions, any communication during the contract's execution should be addressed to the:

Civil Abattoir,
Rural Gozo Directorate,
Triq il-Biccerija,
Xewkija,
Gozo

The details, including email of the Contracting Authority's contact person will be provided to the Contractor following contract's signature.

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: General Obligations

- 7.12 Not applicable.

- 7.15 Not applicable.

Article 13: Medical, Insurance and Security Arrangements

- 13.2 As per General Conditions.

- 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 Section 3 (Terms of Reference).

Article 16: Personnel and Equipment

- 16.4 Further to the provisions of the General Conditions, the equipment used for this contract shall comply in every aspect with the Terms of Reference of this dossier. The Contractor must ensure to provide alternative vehicles, with the same specifications requested in this tender document, immediately after any possible breakdowns or any other reason which may render the equipment unusable during the rendering of services under this contract, and also must ensure that in by doing so the services are rendered as indicated in this call's conditions and without any interruptions. The Contractor must notify the Contracting Authority's representative (all relative details must be provided) immediately whenever such an instance occurs.

The Contracting Authority reserves the right to carry out inspections on the proposed vehicles to ensure adherence with this call's conditions.

Any personnel engaged by the Contractor to carry out the services under this contract must be in possession of all necessary permits, qualifications and skills required to carry out such duties. Any personnel must be fully conversant with the conditions of this contract.

Article 18: Execution of the Contract

- 18.1 The contract shall commence from the date of the last signature of the contract.
- 18.2 This tender is for a period of two (2) years. The Contracting Authority reserves the right to terminate the contract at any time giving a two-month written notice in advance.

Article 19: Delays in Execution

- 19.2 The Contractor shall be liable to a daily fine of fifty euro (€50) for each and every Contract Default. Such fines shall be imposed, without prior warnings, for mere default and/or delay, and will be deducted from the Contractor's account. Penalties will be exercised in the event of any failure to satisfactorily provide the requested services as stipulated in this Contract within any timeframes agreed in writing with the Contracting Authority, or in the event that the service is seriously found to be lacking in quantity, quality or efficiency and the Contractor fails to remedy such failure within the period stated in the Default Notice served upon him/her in writing. 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. The daily penalty shall be applied for a period of not more than fifteen (15) days.

Article 20: Modification of the Contract

- 20.2 Subject to the provisions of the Public Procurement Regulations, the CA reserves the right to vary the quantities specified; to decrease or increase the quantity as the Contracting Authority requires, and would not by doing so, be held liable for any damages. The unit prices used in the tender shall be applicable to the quantities procured under the modification.
- 20.5 The Contracting Authority reserves the right to request more quantities up to 30% of the awarded contract value. The repetition shall be capped at 30% of the contract value. The prerogative to order such repetition of services shall vest in the Contracting Authority and if

not used the Contractor shall have no claim against Government or the Contracting Authority. This provision is being made to cater for any unforeseen and emergency increase in the requirements of the subject services during the duration of the tender.

20.6

Not applicable.

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 Contractor shall issue an Invoice for services rendered according to the price submitted on the Financial bid form. No additional requests for payment will be entertained by the Contracting Authority. Payments will be processed following checking and certification of invoice by the Contracting Authority.

26.2

As per General Conditions.

Article 27: Pre-Financing Guarantee

27.2

Not applicable.

27.5

Not applicable.

Article 30: Revision of Prices

30.1

As per General Conditions.

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SECTION 3 - SPECIFICATIONS (Note 3)

1. The scope of this contract is:
 - i. to collect and transport in a refrigerated manner, biological animal samples such as blood, animal meat samples and any other samples from the Civil Abattoir to the National Veterinary Laboratory in Marsa within the Ministry for Agriculture, Fisheries and Animal Welfare, Albertown Square, Albertown;
 - ii. to collect and transport in a refrigerated manner microbial samples from the Gozo Civil Abattoir to BIODNA Laboratory, Life Science Park, San Gwann Industrial Estate, San Gwann.
2. Samples are to be collected either in the evening or in the morning prior to the trip in the morning.
3. Samples are to be collected on Mondays to Thursday evenings or Tuesday to Friday mornings and are to remain refrigerated for the duration of the trip. If samples are collected in the evenings, they are to be delivered to the designated laboratories the day after and in case they are collected in the morning they are to be delivered that same day.
4. Samples for the National Veterinary Laboratory are to be delivered between 7.00am till 15.00pm.
5. Samples for the BIODNA Laboratory are to be delivered between 6.00am till 17.00pm.
6. All biological and microbial samples must be transported in a refrigerated container and thus the courier vehicle must have a refrigerated unit of temperature 4⁰C to 6⁰C.
7. Temperature must be controlled and be checked at all times taking in consideration health and safety measures.
8. On arrival, the samples should be checked together with the receiving officer and signed. A signed consignment copy should be returned.
9. The duration of this contract is for a period of two years and the service will be requested on an as and when required basis.
10. The estimated number of voyages from Gozo Civil Abattoir to the National Veterinary Laboratory in Marsa, Malta for a period of 2 years is 500 trips.
11. The estimated number of voyages from Gozo Civil Abattoir to the BioDna laboratory, Malta Life Science Park in San Gwann Industrial Estate, San Gwann Malta for a period of 2 years is 200 trips.

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Glossary

4.3 - Specimen Performance Guarantee

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt

4.4 - General Conditions of Contract

The full set of General Conditions for Works Contracts (Version 4.1), for Supplies Contracts (Version 4.1) and for Services Contracts (Version 4.1) 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.

[etenders.gov.mt](http://www.etenders.gov.mt)

4.5 - General Rules Governing Tendering

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of www.etenders.gov.mt).