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DH 1642/2012

## Framework Agreement for the Supply of Orthopaedic Assistive Aids

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Date Published: Friday 7<sup>th</sup> September 2012

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Deadline for Submission: Wednesday 10<sup>th</sup> October 2012 at 09:30am CET

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Tender Opening: Wednesday 10<sup>th</sup> October 2012 at 10:00am CET

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Participation is € 0.00

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Clarifications shall be uploaded and will be available to view/download from [www.etenders.gov.mt](http://www.etenders.gov.mt)

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**Central Procurement & Supplies Unit**

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# Supply of Orthopaedic Assistive Aids

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## SECTION 1 – INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders (available from [www.contracts.gov.mt/etenders](http://www.contracts.gov.mt/etenders)).

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

- 1.2
- The subject of this tender is the Supply of Orthopaedic Assistive Aids. Supply of Orthopaedic Assistive Aids shall be up to a maximum value of €120,000 excl. VAT for a period of 12 months.
- 1.3 The place of acceptance of the supplies shall be as and where directed to Entities within the Ministry for Health, the Elderly and Community Care and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)** inclusive of VAT, eco-contribution (if any) taxes and all other Government Department taxes/charges as may be applicable.
- 1.4 This is a unit-price contract.
- 1.5 This call for tenders is being issued under an open procedure.

### 2. Timetable

|                                                                                                                                                                                                                                                             | DATE                                | TIME*   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------|
| Clarification Meeting/Site Visit/Workshop<br>(Refer to Clause 6.1)                                                                                                                                                                                          | N/A                                 | N/A     |
| Deadline for request for any additional information from<br>the Contracting Authority<br><br><b>Clarifications to be sent :</b> <ul style="list-style-type: none"><li>Online from <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> or</li></ul> | 10 calendar days before<br>deadline |         |
| Last date on which additional information are issued by<br>the Contracting Authority                                                                                                                                                                        | 4 calendar days before<br>deadline  |         |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1)                                                                                                                                                                   | 10 <sup>th</sup> October 2012       | 09:30am |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1)<br><br><b>Tenders will be unlocked at:</b><br><i>Central Procurement &amp; Supplies Unit<br/>St. Luke's Square, Guardamangia, PTA 1010, Malta.</i>                            | 10 <sup>th</sup> October 2012       | 10:00am |
| Tender validity period                                                                                                                                                                                                                                      |                                     |         |

### 3. Lots

- 3.1 This tender is divided into FOUR lots. Tenderers may submit a tender for one lot only / several lots / all of the lots.

#### **4. Variant Solutions**

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

#### **5. Financing**

- 5.1 The project is financed from local budget funds.

#### **6. Clarification Meeting/Site Visit**

- 6.1 N/A

#### **7. Selection and Award Requirements**

- 7.1 In order to be considered eligible for the award of the contract, tenderers 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) Receipt number (proof of purchase) is required
- (iii) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 1.2 dated 23 December 2011 (available from [www.contracts.gov.mt/etenders](http://www.contracts.gov.mt/etenders))<sup>(Note 2)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration.<sup>(Note 2)</sup>
- (v) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment<sup>(Note 2)</sup>

##### **(B) Selection Criteria**

###### *Financial and Economic Standing*

- (i) No evidence of financial and economic standing is required

###### *Proof of Technical Capacity*

- (ii) Meet the following minimum requirements:
  - (1) State the minimum number of deliveries of a similar scope effected during the last 3 (three) years: the minimum number of which must not be less than 3 (three) for the quoted period<sup>(Note 3)</sup>
  - (2) Provide information on 3 (three) principal deliveries of a similar scope to substantiate point (ii) above.<sup>(Note 3)</sup>  
In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer. The Evaluation Committee reserves the right to request additional documentation in respect of the deliveries listed.

##### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications (Section 5)<sup>(Note 3)</sup>
- (ii) Literature as per Section 5.<sup>(Note 3)</sup>

##### **(D) Financial Offer**

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)** for the supplies tendered.<sup>(Note 3)</sup>

##### **Notes to Clause 7.1:**

1. Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.

- 2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
- 3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

### **8. Tender Guarantee (Bid Bond)**

- 8.1 No tender guarantee (bid bond) is required.

### **9. Criteria for Award**

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

## SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Right of Recourse

#### Article 21

The procedure for the submission of appeals is stipulated in Article 21 of the Public Contracts Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

(2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.

(b) The award process shall be completely suspended if an appeal is eventually submitted.

(3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

(5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.

(6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

## **SECTION 3 - SPECIAL CONDITIONS**

### **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      Communication**

For the smooth working of the contract, contact at all times must be established between the successful contractor and the various officers concerned of the department and for this reason the contractor must have his / her own telephone.

### **Article 9      General Obligations**

Deliveries shall be effected only on working days during Government working hours and no deliveries shall be made or accepted on Saturdays, Sundays, Holidays of Obligation and Public Holidays. However, the Head of Department reserves the right to depart from this rule should circumstances so dictate.

### **Article 11      Performance Guarantee**

- 11.1 The Contractor shall, within 15 days of receipt of the notification of the award of contract, furnish the Central Government Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.
- 11.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee.

### **Article 18      Commencement Order**

- 18.1 This contract shall commence on the last date of the signing of the contract.

### **Article 19      Period of Execution**

- 19.1 The duration of this contract shall be 36 months.

### **Article 21      Delays in Execution**

Besides the fines stipulated the Government shall have the right to annul the contract if, (a) have supplied quantities of the goods and/or materials less than the quantities shown on the delivery note or (b) having supplied goods and/or materials of inferior quality not in accordance with the Specification or from non-approved sources, and in either of these two cases as may be, having been warned in writing, the contractor again supplies goods and/or

materials less than the quantities shown on the delivery note or again supplies goods and/or materials of inferior quality or from non-approved sources.

## **Article 22        Quantities**

The quantities shown are only indicative and where necessary may be exceeded. Moreover Government reserves the right not to order the whole quantities shown and would not, by doing so, be held liable to any damages or other costs whatsoever.

The Government reserves the right of obtaining any quantity of the requested commodities during the period of the contract from sources other than the contractor.

## **Article 23        Suspension**

Should the contract be annulled in terms of clause 11 above, such annulment shall automatically entail a penalty equivalent to ten per cent of the value of the unperformed part of the contract to which the contractor shall become liable in addition to any compensation which may be due to the Government for damages.

Should the contractor fail, refuse or neglect to supply or to replace as in clause 9, any goods and/or materials within the period prescribed, he shall become liable for the whole period and on account of the delay to a penalty equivalent to one per cent per week of the value of the goods and/or materials the supply of which is in arrear, up to the day on which the delivery shall have been completed. The Head of Department shall moreover, without prejudice to the payment of the fines to which the contractor may have become liable, and without the necessity of any prior legal proceedings have the right to order from other sources, at his / her discretion such goods and/or materials at any price on account, and at the expense, of the contractor.

## **Article 24        Quality of Supplies**

Moreover, the contractor shall incur a fine equivalent to ten per cent of the value of the goods and/or materials delivered should they be found to be of inferior quality not in accordance with the Specifications and the approved sample/s or of having been supplied from sources other than those approved and accepted for the contract unless approval to supply from these sources has been obtained in writing from the Government.

## **Article 25        Inspection and Testing**

Inspection and testing of goods will be carried out upon collection.

## **Article 26        Methods of Payment**

### **26.1    Payments shall be made in Euro.**

The payments are to be effected within 60 days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions, for the goods received to the satisfaction of the Project Manager

Monthly payments shall be made to the contractor by the end of the month subsequent to that in which a supply shall have been made. The Head of Department shall however have



the right to stop any payment due whenever in his/her opinion the contractor is under penalty for breach of any of the conditions of the contract.

## **Article 28        Delayed Payments**

A contractor would become entitled to the payment of interest at 2% over the rate of interest established by the Central European Bank for the particular period.

## **Article 29        Delivery**

- a     Delivery shall be within 6 weeks from date of Order unless officially communicated otherwise by the Contracting Authority. 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. The contractor shall provide at his own expense all necessary labour and transport required for the execution of this contract.
- b     The goods and/or materials shall be supplied, as and when required, on receipt of a Requisition or Order from the Head of Department concerned or his / her representative and shall be delivered to the place or places indicated on the Order within the time specified thereon (which should in no case be longer than 10 calendar days).
- c     The Government will not accept liability for verbal orders and will not meet claims for any value thereof even though the goods and/or materials may have been delivered and made use of by the department concerned.
- d     The contractor shall keep reasonable stocks of each item to meet all demands during the period of the contract. Whenever so requested, the contractor shall give two days' notice to the Head of Department or to the officer representing him of the date on which the supply of a requisition will be made, in default whereof he shall incur a penalty of Euro 20 for every requisition in respect of which he has not given notice and the Head of Department shall have the right to reject the supply covered by such requisition and, if he deems fit, to fix a later date for the delivery thereof.

## **Article 30        Verification Operations**

Each supply shall be checked on delivery by the representative of the Head of Department and shall be accompanied by a delivery note showing the quantity being supplied under each item of the Schedule and the Head of Department's representative shall receipt such note provided the quantities on the delivery note tally with the quantities supplied. Should the quantities shown on the delivery note as being supplied not conform to the quantities **actually** supplied, the contractor shall become liable to a fine equivalent to double the value, at the contract rate, of the quantity short-delivered.

The Head of Department or his / her representative shall have the power to reject any goods and/or materials supplied by the contractor should they be not in accordance with the Specifications or with the sample produced by the contractor and approved by Government and the contractor shall remove the rejected goods at his /her expense within the shortest possible time.

The contractor shall be bound to replace any rejected goods and/or materials with goods and/or materials of the approved quality within the time prescribed by the Head of the Department concerned.

### **Article 35 Breach of Contract**

Should the contractor fail to effect delivery of any order or to effect replacement of any rejected goods and/or materials within the time prescribed in terms of the contract, without having previously obtained an extension in writing from the Head of Department – such an extension will be granted only in exceptional circumstances – Government shall have the right to dissolve the contract and to consider it as having been abandoned by the Contractor. Should the contract be so or otherwise abandoned, wholly or in part, the Contractor besides being liable to payment of the penalties incurred for delay and of any damages deriving from such abandonment shall incur a further penalty equivalent to ten per cent of the value of the unperformed part of the contract. Provided that no penalty for delay shall be enforced with respect to the specific Requisition giving place to the dissolution and abandonment of the contract.

Payment of any fine to which the Contractor may have become liable the exercise by the Government of any of its rights under clauses 13 and 14 hereof shall not exempt the contractor from his / her liabilities for damages deriving from his / her failure to supply any order or orders under this contract.

### **Article 41 Dispute Settlement by Litigation**

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

This law is based on “Model Law” which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

## SECTION 4 – SUPPLEMENTARY DOCUMENTATION

### *4.1 – Draft Contract Form*

### *4.2 – Specimen Performance Guarantee*

### *4.3 – Glossary*

These are available to view and download from:

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

### *4.4 – General Conditions of Contract*

The full set of General Conditions for Supply Contracts (Version 1.01 dated 15 March 2010) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

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.

## SECTION 5 - TECHNICAL SPECIFICATIONS

### Specifications and Conditions For The Supply Of Orthopaedic Assistive Aids

#### LOT 1 – ADULT SELF PROPELLED WHEEL CHAIRS

(up to a maximum value of € 55,000 excluding VAT)



#### Intended user

Intended for use by persons with disabilities or difficulty in walking but who are capable of propelling themselves.

#### Wheelchair Features

- Manual, folding self-propelling, collapsible wheel chair for adults
- Material:
  - Body – Chrome plated steel
  - Upholstery – heavy duty PVC, which must be easy to clean
- Weight: Lightweight, approximately 15 to 20kgs
- Wheels:
  - Back – Pneumatic 460to 610mm (18” to 24”) in diameter
  - To be supplied with metal hand rim for self propelling users.
  - Front – Solid castor type, 150 to 200mm (6” to 8”) in diameter
- Arms: Full padded length, fold back and detachable. Upper surface to be upholstered.

- **Footrests:** Swing back type and detachable  
Adjustable in height from the seat to footrest  
Supplied with a heel loop
- **Brakes:** Hardwearing, accessible to the user by means of a lever
- **Tipping Lever:** To be available at the rear of the chair
- **Backrest:** Vinyl upholstery
- **Seat-Size:** Width – not less than 450mm  
Depth – not less than 430mm
- **Accessories:** Each unit must be delivered complete with all the necessary accessories to render the item fully functional.
- **Weight Capacity** Between 100kg – 120kg

**Must be professionally engraved or marked – MDH year of delivery (MDH 2012)**

**Must be delivered within max of 6 weeks from issue of LA**

#### **Dimensions:**

|                   |                 |
|-------------------|-----------------|
| Overall Depth     | 1050 – 1075 mm  |
| Wheelchair Width  | 650 – 670 mm    |
| Wheelchair Height | 900 – 950 mm    |
| Seat Height       | 500 – 550 mm    |
| Seat Depth        | 430 mm          |
| Seat Width        | 450 mm          |
| Wheelchair Weight | 20kgs or less   |
| User Weight       | 100 kg – 120 kg |

**Must be professionally marked MDH year of delivery (MDH 2012)**

**Max user weight – (user weight) bottom left corner of backrest**

**NO OTHER MARKS OR LABELS ARE ACCEPTED**

## **LOT 2 – WALKING FRAMES**

**(up to a maximum value of € 12,500 excluding VAT)**



### **Specifications of item**

A standard hospital size walking frame made from lightweight aluminium, equipped with comfortable plastic mould grip handles, anti rattle collars and non-marking, slip resistant rubber tips.

### **Technical specifications of item & dimensions**

Must have adjustable height on four legs

Non porous hand grips

Must not be foldable

Standard without wheels

Maximum user weight: 160kgs

Product weight: not more than 2kg

Depth: 59cm / 23"

Width (posterior) :-    Narrow:        63.5cm / 25"

                                  Wide:         67cm / 26.5"

Large:-                    Height: not less than 870mm – not more than 960mm

Medium:-                   not less than 780mm – not more than 890mm

Small:-                    not less than 690mm – not more than 790mm

**Must be professionally engraved or marked – MDH year of delivery (MDH 2012)**

### **LOT 3 – DOUBLE ADJUSTABLE ELBOW CRUTCHES**

**(up to a maximum value of € 40,000 excluding VAT)**



- Double adjustable elbow crutches
- Made of high strength, light aluminium tubing
- Leg and forearm sections to be adjusted independently for a custom fit
- Arm cuff to grip height adjustments of 2.5cm
- Grip to floor height adjustments of 2.5cm
- Easy push button height adjustment with lock for added security
- Vinyl-coated arm cuffs should be shaped to arm for extra comfort
- Contoured vinyl handgrip for durability and comfort
- Triangular shaped, plastic, non moulded handgrips
- Large, non-skid and non marking rubber tips (ferrules)
- Must have anti rattle collars

#### **Dimensions:**

##### **Cuff to Handgrip -**

220mm – 300mm

**Handgrip to Ground -** 640mm - 910mm

**Weight of Product -** Less than 1Kg

**Maximum User Weight -** 120Kg – 130Kg

**Must be professionally engraved or marked – MDH year of delivery (MDH 2012)**

**No other marks or labels will be accepted**

#### LOT 4 – WALKING FRAMES WITH WHEELS

(up to a maximum value of € 12,500 excluding VAT)



#### **Specifications of item**

A standard hospital size walking frame made from lightweight aluminium, equipped with comfortable plastic mould grip handles, anti rattle collars and non-marking, slip resistant rubber tips.

#### **Technical specifications of item & dimensions**

Must have adjustable height on four legs

Non porous hand grips

Must not be foldable

Standard with wheels (front)

Maximum user weight: 160kgs

Product weight: not more than 2kg

Depth: 59cm / 23"

Width (posterior) :-    Narrow:        63.5cm / 25"

                                  Wide:         67cm / 26.5"

Large:-                    Height: not less than 870mm – not more than 960mm

Medium:-                    not less than 780mm – not more than 890mm



Small:- not less than 690mm – not more than 790mm

**Must be professionally** engraved or marked – MDH year of delivery (MDH 2012)

## **GENERAL SPECIFICATIONS – LOTS 1, 2, 3 AND 4**

### **All offered items are CE marked and abide with all EU and Maltese Regulations.**

Tenderers must conform with CE standards and any applicable local legislations and thus, shall be bound to submit the Declaration of Conformity upon request. (where applicable)

Quoted Item is to include CE mark wording, basic compliance requirements and certifications on specifications. The CE mark is to be present on the outer pack, instructions leaflet, and where possible, on the product itself. The CE-mark must be in a specific format as shown in Figure 1. No other marks will be considered acceptable. (where applicable)

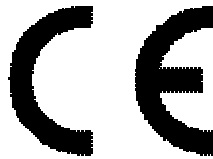


Figure 1 –CE Mark

Quoted Item is to display relevant information and warnings as specified in Annex 1 Section 13 of Directive 93/42/EEC. (where applicable)

Given information, specifications and manuals must be in English or Maltese. Tenderers submitting information, specifications and manuals in other languages only will be automatically disqualified. (where applicable)

The outer pack and leaflet of the Quoted item is to bear the FULL name and address of the manufacturer. The product itself, where possible, must also bear the FULL name and address of the manufacturer. If the manufacturer is based outside EU, the full name and full address of his officially appointed EU authorised representative must also be present. Thus, products manufactured outside the EU are to bear TWO addresses. (where applicable)

## SECTION 6 – GENERAL RULES GOVERNING TENDERING

The full set of General Rules Governing Tendering for Supply Contracts (Version 1.2 dated 23 December 2011) together with the Glossary can be viewed/downloaded from: [www.contracts.gov.mt/etenders](http://www.contracts.gov.mt/etenders)

It is hereby construed that the tenderers have availed themselves of these general rules governing tendering, 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.