



REFERENCE NUMBER: TM002/2021

# TENDER FOR MEDICAL SERVICES FOR TRANSPORT MALTA

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Date Published: 3<sup>rd</sup> February 2021

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Deadline for Submission: 24<sup>th</sup> February 2021

at 09:30am  
CET/CEST

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Tender Opening: 24<sup>th</sup> February 2021

at 10:00am  
CET/CEST

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## AUTHORITY FOR TRANSPORT IN MALTA

Triq Pantar, Lija LJA2021  
Tel: +356 2122203

**This project is being financed through local budget.**

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Provisions

- 1.1 The subject of this tender is the provision of medical services to Transport Malta.
- 1.2 The place of acceptance of the services (verification of sick leave and medical check-ups) shall be in **Malta for Lot 1 and Gozo for Lot 2** as will be indicated by the Authority, the time-limits for the execution of the contract shall be three (3) years, and the INCOTERM<sup>2010</sup> 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 €120,599.50 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.

- 1.4 The final beneficiary of this tender is Transport Malta.

### 2. Timetable

The timetable is as per the dates set through the CFT workspace on the ePPS.

	DATE	TIME*
Clarification Meeting/Site Visit	n/a	n/a
Deadline for request for any additional information from the Contracting Authority. <b>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a></b>	11 <sup>th</sup> February 2021	0930hrs
Last date on which additional information can be issued by the Contracting Authority	16 <sup>th</sup> February 2021	0930hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24 <sup>th</sup> February 2021	0930hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24 <sup>th</sup> February 2021	1000hrs

\* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable

### 3. Lots

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

- Lot 1 - Medical Services in Malta
- Lot 2 - Medical Services in Gozo

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. 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 <sup>(Note 2)</sup>

- i. Power of Attorney <sup>(Note 2)</sup>
- ii. Details of Bidder <sup>(Note 2)</sup>
- iii. Joint Venture <sup>(Note 2)</sup>

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format <sup>(Note 2)</sup>**

- (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 data concerning subcontractors and the percentage of the services to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

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 sub-contracting is left empty, it will be assumed that no sub-contracting 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. <sup>(Note 3)</sup>

**Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** <sup>(Note 2)</sup>

**Tenderer's Technical Offer - Declaration** <sup>(Note 3)</sup>



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### (D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the **services** tendered as per Tender Response Format. <sup>(Note 3)</sup>
- (ii) A filled-in **Financial Bid Form** (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

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. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge. (currently Bid Bonds are not applicable)*

*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.*

*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.



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## 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 should be indicated afterwards.

### Article 2: Notices and Written Communications

- 2.4 On notice of award of contract Transport Malta shall nominate a representative on behalf of the Human Resources Department and the Contractor shall nominate the Contractor's Representative. Addresses for communication shall also be supplied consequently. All communication is to be addressed to:  
Human Resources Department  
Malta Transport Centre  
Pantar Road  
Lija

### 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: Obligations of the Contractor

- 7.12 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 copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of 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. Where the contract is a Framework Contract, the Special Conditions may allow for the Performance Guarantee to cover the yearly/annual total contract value.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the Performance Guarantees for all the contracts with the same



**Contracting Authority.** If an additional contract is awarded to a given Contractor, which results in an Economic Operator's current Cumulative Contracts Value to go beyond the contract value range currently covered by the Single Bond, the Contractor is to be requested to: either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value. General Conditions for Service Contracts v2.1 June 2017 Department of Contracts 10

The Performance Guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

The Performance Guarantee shall be in the format given by the Contracting Authority, and must be provided in the form of a bank guarantee. **The Contracting Authority will not effect any payment to the Contractor until the Performance Guarantee and or the Single Bond has been submitted.**

- 7.15 The Performance Guarantee shall be released 25% after the first year of the contract, 25% after the second year and the final 50% upon the completion of the last year.

### **Article 13: Medical, Insurance and Security Arrangements**

- 13.3 As per General Conditions.

### **Article 14: Intellectual and Industrial Property Rights**

- 14.3 All information or records obtained throughout the performance of the contract shall remain the sole property of Transport Malta and shall not be used by any third parties unless authorised to do so in advance by the Authority and/or the employee.

The data collected should be treated as being strictly confidential according to the Data Protection Act 2001.

### **Article 15: Scope of the Services**

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference).

### **Article 16: Personnel and Equipment**

- 16.4 As per General Conditions.

### **Article 18: Execution of the Contract**

- 18.1 The contract shall be deemed to commence on the last date of the signature of the contract.

- 18.2 The duration of this contract is of three (3) years.

## Article 19: Delays in Execution

- 19.1** As per General Conditions.
- 19.2** A penalty of twenty five Euros (€25) per case shall be charged to the Contractor if the Contractor fails to satisfactorily provide the requested services as stipulated in this Tender Document. Once the total amount reaches the 20% of the contract value, the contracting authority shall have the right to opt for an option in article 19.3 of the general conditions. Failure will be considered such if the contractor fails to provide the requested service within the timeframes specified in the terms of reference.
- 19.6** Upon realising that a delay might occur in visiting the employee who has reported sick, the Contractor shall notify the Authority immediately so that the situation is examined and rectified.

## Article 20: Amendment of the Contract

- 20.2** As per General Conditions
- 20.3** As specified in Article 20.2 of these Special Conditions.
- 20.6** Not Applicable.
- 20.5** Further to what is being stated in the General Conditions the repetition of services shall be capped at 20% of the original Contract Value. This variation may be used, if the amount of employees with the Authority is increased.

## Article 24: Interim and Final Progress Reports

- 24.1** Further to the provisions of the General Conditions, the Contractor shall submit technical reports as specified in the Terms of Reference.

## Article 26: Payments and Interest on Late Payment

- 26.1** This is a fee-based contract.
- The Contractor shall submit an invoice to Transport Malta on a monthly basis for the work carried out during the previous month. The invoices presented shall be subject to certification by the Contracting Authority.
- The invoice, together with any attachments, shall specify the date of service, patient's names and ID card No., the total number of services for the month, the total fee payable and the name of the Certified Medical Practitioner who carried the visit.
- Payment will be made to the Contractor by the Contracting Authority within 60 days after certification of any invoice presented.

## Article 27: Pre-Financing Guarantee

27.2 Not applicable.

### **Article 30: Revision of Prices**

30.1 Not applicable.

### **Article 32: Breach of Contract**

32.2 As per General Conditions.

32.5 The Contracting Authority reserves the right to refuse the services offered by a Doctor who in its opinion is not providing the necessary services to Transport Malta, or if it is noticed that a particular doctor is failing to reach reported employees' residences on a regular basis and within the stipulated timeframes, thus indicating the possibility of abuse. The Contracting Authority will write a letter explaining in detail the reasons for refusing the service of this particular Doctor. A penalty of €150 shall apply if there are repeated occurrences within a 6 month period.

### **Article 34 Termination by the Contracting Authority**

34.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.



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## SECTION 3 - TERMS OF REFERENCE (Note 3)

Where in this tender document a standard, label or brand is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, labels or brands. 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.

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta.

#### 1.2 - Central Government Authority

Department of Contracts.

#### 1.3 - Contracting Authority

Transport Malta.

#### 1.4 - Relevant Country Background

**The Maltese Archipelago** - The Maltese archipelago consists of the Islands of Malta, Gozo and Comino Islands, collectively referred to in brief as Malta, with a total population of more than 420,000 inhabitants over an area of 316sq km. The latter are located around 93km South of Sicily and 288km North of Africa. Malta is the largest island with Valletta as its capital and a coastline of 196.8 km while Gozo is second largest being approximately one third Malta's size with a coastline of 56.01 km Comino is a significantly smaller island positioned between Gozo to the North West and Malta to the South East. Malta's central position in the Mediterranean Sea allows easy access to the North, South, East and West. Territorial waters extend to the full 12NM<sup>1</sup> and a further 12NM is officially recognized as the contiguous zone, established through the Territorial Waters and Contiguous Zone Act (Chapter 226). Malta's coastline is well indented with natural harbours as well as two established ports namely Valletta and Marsaxlokk. Historically, these ports have made the islands a centre for Mediterranean commerce.

The second largest island is Gozo. It can be reached from Malta by ferry from the ports of Cirkewwa and Marsamxett. The main port in Gozo is the Port of Mgarr.

Comino is limited in large scale maritime activity since passage by international ships is prohibited through the Gozo-Comino channel; however the island is surrounded by activity from smaller leisure craft, especially during the summer months.

#### i.5 - Current State of Affairs in the Relevant Sector

Transport Malta commenced operations on 1st January 2010 following the enactment of the Authority for Transport in Malta Act (Act XV) of 2009. It took over the responsibilities of the Malta Maritime Authority, Malta Transport Authority and the Department of Civil Aviation.

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<sup>1</sup> Nautical Miles

The Transport Malta website [www.transport.gov.mt](http://www.transport.gov.mt) provides more details of the operations of the Authority.

The Authority currently employs about 850 employees and through this tender is seeking medical services for employees reporting sick, injury and pre-employment medical check-ups.

## 1.6 - Related Programmes and Donor Activities

Not applicable.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The main objective of this contract is to provide medical services to the Authority. The medical services to be provided include:

- a. The certification of Transport Malta employees who report sick/injury in Malta and Gozo; and
- b. The conducting of pre-employment medical tests of new employees in Malta and Gozo.

The average number of new employees per annum is 50 (This is being stated for indicative purposes).

Annex A - The Sickness certification report is being annexed to give an indication of TM officials who reported for sick leave during the period January 2019 till June 2019.

Transport Malta has around 500 office-based employees and 350 employees who work on shift basis.

### 2.2 - Specific Objectives

The selected bidder/s will be informed of the medical services to be provided daily per lot as follows:

**a) conducting sickness verification on a daily basis as stipulated below:**

1. Weekdays Morning: Monday to Friday by 09:00
2. Weekdays Afternoon: Monday to Friday by 12.00
3. Weekdays Evening - Shift 1: Monday to Friday by 17:00
4. Weekdays Evening - Shift 2: Monday to Friday by 19:00
5. Weekdays Evening - Shift 3: Monday to Friday by 20:30
6. Weekends & Public Holidays - Shift 1: by 12:00
7. Weekends & Public Holidays - Shift 2: by 17:00
8. Weekends & Public Holidays - Shift 3: by 19:00
9. Weekends & Public Holidays - Shift 4: by 20:30

**b) Visits by the doctor can be performed by:**

1. 20:00 for sick reported by 19:00
2. 22:00 for sick reported at 20:30

c) conduct pre-employment medical check-ups as will be advised by the Authority. On average, the Authority employs around 50 new personnel per annum.

**All pre-employment medical check-ups shall be conducted in Malta and Gozo and will be included in the Financial Offer of Lot 1 and Lot 2..**

### **2.3 - Results to be achieved by the Contractor**

A. The medical services are expected to consist of the following:

- a) Conduct house visits for employees who are reported sick/injured and:
  - Carry out medical checks and prescribe any medication if and when necessary;
  - Issue sickness certificates of the Social Services Department denoting the nature and duration of incapacity.
- i. The Successful Tenderer has to provide continuous service every day of the year and shall appoint at least two medical doctors (warranted as general practitioners) over and above the normal complement.
- ii. Keep a copy of the medical records according to Legislative requirements to be submitted to the Contracting Authority within five (5) working days if so requested.
- iii. The Successful Tenderer shall undertake all house calls in Malta and/or Gozo as requested by Transport Malta on the same day these are reported. The Contracting Authority has the right to ask the Doctor to undertake ad-hoc second visits in the same day or as and when required at an additional cost to the Contracting Authority.
- iv. Doctors will be expected to contact employees on the relevant contact number provided by the Authority, should problems arise in locating the employee's residence and/or when the employee concerned does not respond to the Doctor's ringing of the doorbell.
- v. When the doctor calls at the employee's residence and there is no answer, or the employee is not at home, the doctor making this call will, in all cases, leave a note at the premises stating the date and the timing of his call. This is to be done in duplicate. The original is to be left in the employee's letterbox and will inform the HR Department immediately. In

such cases, the doctor concerned will then draw the relative report, sign it and refer it to the Contracting Authority.

- vi. When the doctor, after examining the employee, finds that there is no medical justification for certification and authorisation of sick leave, the doctor shall without fail, draw a brief report of the findings and forward it to the Contracting Authority immediately.
- vii. The successful bidder is to undertake to submit other medical reports to the Contracting Authority which are to include any necessary recommendations when an employee of the Contracting Authority avails himself/herself of sick leave without a genuine reason or in any particular cases, if and when asked to do so by the Authority.
- viii. In the event that a medical doctor representing the Successful Tenderer is required to be present during any Disciplinary hearings and/or meetings with third parties, such representative is obliged to be present during such hearings and/or meetings, at an additional cost.
- ix. The Successful Tenderer will provide the Contracting Authority with an updated list of the names, addresses and telephone numbers of any other Doctors who are assigned to provide the above-mentioned services as a replacement/additional services, and any changes thereto on a regular basis.
- x. Medical doctors should ensure that they are not visiting any of their regular patients when visiting Transport Malta employees reported sick as this represents a conflict of interest. By this, the Contracting Authority is seeking to safeguard its' interests by ensuring that no medical doctor of the Successful Tenderer is visiting an employee who is one of his/her regular patients. In such cases, medical doctors are to inform the Contracting Authority immediately and refrain from visiting such persons in their capacity as representatives of the Successful Tenderer and thus of Transport Malta.
- xi. The Authority may request a rotation of the areas to be assigned to the Medical Doctor.

**B)** Conduct medical tests of new employees in a private clinic in Malta or Gozo as applicable.

### **3. Assumptions and Risks**

#### **3.1 - Assumptions Underlying the Project Intervention**

none

#### **3.2 – Risks**

none

## **4. Scope of the Work**

### **4.1 – General**

#### **4.1.1 Project Description**

Medical Services as outlined in Article 2 of the Terms of Reference

#### **4.1.2 Geographical Area to be covered**

Lot 1 - Malta and Lot 2 - Gozo

#### **4.1.3 Target Groups**

As appropriate.

### **4.2 - Specific Activities**

Medical Services as outlined in Article 2 of the Terms of Reference

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

The Human Resources Department of Transport Malta.

#### **4.3.2 Management Structure**

The Human Resources Department falls under the responsibility of the Chief Officer - Strategy and Corporate Services of Transport Malta.

#### **4.3.3 Facilities to be provided by the Contracting Authority and/or other parties**

Not applicable

## **5. Logistics and Timing**

### **5.1 – Location**

Lot 1 - Malta and Lot 2 - Gozo

### **5.2 - Commencement Date & Period of Execution**

The intended commencement date is the last date of signature of the contract and the period of execution of the contract will be 36 months from this date.

## **6. Requirements**

### **6.1 – Personnel**

#### **6.1.1 Other Experts**



CVs for experts other than the key experts are not examined prior to the signature of the contract.

The Contractor shall select and hire other experts as required according to the profiles identified in **these Terms of Reference**.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

#### 6.1.2 *Support Staff and Backstopping*

The Tenderer is to provide appropriate staff for the smooth running of the services required.

### 6.2 – Accommodation

Not applicable.

### 6.3 - Facilities to be provided by the Contractor

The Contractor shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

### 6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

## 7. Reports

### 7.1 - Reporting Requirements

- i. A daily brief report on the outcome of all visits which were carried. The report is to be sent via email to the HR Department or as otherwise instructed by the Authority.

The report should include the following information for each visit:

- a) Date of visit
- b) Name, Surname, Address and I.D. number of each visited employee
- c) Outcome of visit
- d) Any other comments

- e) Details of Registered Medical Practitioner who carried out the visit
- ii. Provide medical reports to the Human Resources Department by the evening for those employees reported till noon. Reports for the other visits are to be submitted by not later than 0900 hours of the following morning.
- iii. When applicable, the Doctor's feedback shall bear Name of Doctor, the number of sick days given to each employee and the time of visit. Doctor's feedback may also include their opinion/recommendations on any further action needed to be taken by the Contracting Authority to prevent reoccurrence.

## 7.2 - Submission & Approval of Progress Reports

Not applicable.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

Sickness verification visits are to be carried out by the Registered Medical Practitioner on the same day that these are reported by the Contracting Authority.

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## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### **4.1 - Draft Contract Form**

### **4.2 - Glossary**

### **4.3 - Specimen Performance Guarantee**

### **4.4 - Specimen Tender Guarantee (Bid Bond) - where applicable**

### **4.4 - Specimen Pre-Financing Guarantee - where applicable**

### **4.5 - Specimen Retention Guarantee - where applicable**

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt). In this same section, it is also possible to download a copy of the European Single Procurement Document (ESPD).

### **4.6 - 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](http://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.

### **4.7 - 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](http://www.etenders.gov.mt)).