



Department of Contracts

Notre Dame Ravelin, Floriana FRN 1600, Malta

Telephone: (356) 21220212

Fax: (356) 21247681

Email: info.contracts@gov.mt

Website: <http://www.contracts.gov.mt>

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TENDER FOR THE SUPPLY OF NEW AMBULANCES FOR THE GOZO GENERAL HOSPITAL

Date Published: 29 APR 2011

Closing Date: 23 JUN 2011 at 10:00am CET

Cost of the Tender Document: €30.00

IMPORTANT:

- Tenderers are to ensure that the mandatory tender guarantee (bid bond) of €3,000 is to remain valid up to five months from the closing date of tender, that is, 21 NOV 2011.

Clarifications shall be uploaded and will be available to view/download from www.contracts.gov.mt/tenders

Department of Contracts

Notre Dame Ravelin, Floriana FRN 1600, Malta. Tel: (356) 21220212. Fax: (356) 21247681 Email: info.contracts@gov.mt

SUPPLIES TENDER TEMPLATE

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 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.

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.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 The subject of this tender is the manufacture, delivery, commissioning of the following goods:  
→ Two (2) new ambulances for the Gozo General Hospital complete with all medical apparatus as explained in the technical specifications. The ambulances must be conformant to EN1789:2007 and EN1865:2000  
→ Tenderers shall also submit a six year maintenance and service agreement in respect of the ambulances and the medical equipment therein installed which may come into affect after expiry of the guarantee period of two years. The prices offered for the after sales services and maintenance of ambulance vehicles and equipment will not be considered during the adjudication process but the prices will be binding if Director Customer Services, agrees to take up such agreement.
- 1.3 The place of acceptance of the supplies shall be at the Gozo General Hospital, the time-limits for delivery shall be twenty (20) weeks from notice to commence, and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid) inclusive of customs duty but excluding registration tax.**
- 1.4 This is a unit-price contract.
- 1.5 The tenderer will bear all costs associated with the preparation and submission of the tender. The Central Government Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.6 The Central Government Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                    | DATE                              | TIME* |
|------------------------------------------------------------------------------------|-----------------------------------|-------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.1)                          | N/A                               | N/A   |
| Deadline for request for any additional information from the Contracting Authority | 16 days before deadline of tender |       |
| Last date on which additional information are issued by the Contracting Authority  | 6 days before deadline of tenders |       |

### **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. Financing**

- 4.1 The project is financed from local budget funds.
- 4.2 The beneficiary of the financing is Ministry for Gozo

### **5. Eligibility**

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

### **6. Selection Criteria**

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

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

This information must follow the form in Volume 1, Section 4 of the tender documents and include:

- A list of principal deliveries effected during the last 5 years (Volume 1, Section 4).

The minimum number of deliveries of a similar scope/nature completed in the last [5] years must be at least [2] in number.

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.

- Data concerning subcontractors and the percentage of works to be subcontracted. Data concerning subcontractors and the percentage of works to be subcontracted. The maximum amount of sub contracting must not exceed 80 % of the total contract value

## **7. Only One Tender Per Tenderer**

- 7.1 Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a subcontractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a subcontractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## **8. Tender Expenses**

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Central Government Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

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

- 9.1 No clarification meeting/site visit is planned.

# **B. TENDER DOCUMENTS**

## **10. Content of Tender Document**

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | Instructions to Tenderers                                                                                                                                                                                      |
| Volume 2 | Draft Contract                                                                                                                                                                                                 |
|          | <ul style="list-style-type: none"><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Technical Specifications                                                                                                                                                                                       |
| Volume 4 | Model Financial Bid/Bill of Quantities                                                                                                                                                                         |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the

execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

## **11. Explanations/Clarification Notes Concerning Tender Documents**

- 11.1 Tenderers may submit questions in writing to the Central Government Authority through:
- sending an email to [info.contracts@gov.mt](mailto:info.contracts@gov.mt)
  - online from the Registered Users' Questions and Answers facility within the tender's page
  - through [www.contracts.gov.mt/contact-us](http://www.contracts.gov.mt/contact-us)
  - fax number +356 21247681
- up to 16 calendar days before the deadline for submission of tenders. The Central Government Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Department of Contracts ([www.contracts.gov.mt/tenders](http://www.contracts.gov.mt/tenders)) within the respective tender's page, under the subheading "Preview & Free Tender Documents, and Clarifications". Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Central Government Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

## **12. Labour Law**

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## **13. Law**

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

## **C. TENDER PREPARATION**

### **14. Language of Tenders**

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Central Government Authority must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

### **15. Presentation of Tenders**

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy".
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Department of Contracts, for verification purposes only should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and

deposited in the tender box at the entrance of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.

- (d) All packages, as per (b) above, must bear only:
- (i) the above address;
  - (ii) the reference of the invitation to tender concerned;
  - (iii) the name of the tenderer.

## **16. Content of Tender (Single-Envelope System)**

16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission:

- (a) An original bid-bond for the amount of €3000, in the form provided in Volume 1, Section 3<sup>(Note 1)</sup>
- (b) *General/Administrative Information*<sup>(Note 2)</sup>
- (i) Proof of Purchase of tender document (receipt)
  - (ii) Statement on Conditions of Employment (Volume 1, Section 4)
- Selection Criteria*
- (c) *Financial and Economic Standing*<sup>(Note 2)</sup>
- (i) No Evidence of economic and financial standing is required
- (d) *Technical Capacity*<sup>(Note 3)</sup>
- (i) List of principal deliveries effected during the last 5 years (Volume 1, Section 4)
- (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
- (i) Tenderer's Technical Offer in response to specifications (Volume 3)
  - (ii) Literature (Volume 1, Section 4)
  - (iii) A two (2) year parts and labour warranty Declaration on Ambulances and Medical Equipment including the after sales service and maintenance during the warranty period. The after sales service and maintenance shall be according to Volume 3 section 4 and 5.
  - (iv) Images/Drawings of the interior and exterior of the ambulance
  - (v) A priced spare parts list valid for the service and maintenance agreement. The prices offered for the spare parts **will not be considered** during the adjudication process but the prices will be binding during the servicing and maintenance agreement.
  - (vi) A priced offer of after sales services and maintenance for up to 6 (six) years after the expiration of the two (2) year warranty. The prices offered for the after sales services and maintenance of ambulance vehicles and equipment **will not be considered** during the adjudication process but the prices will be binding if Director Customer Services, agrees to take up such agreement.
- (f) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
  - (ii) A financial bid calculated on a basis of **Delivered Duty Paid (DDP) inclusive of customs duty, VAT and excluding Registration Tax** for the supplies tendered, after-sales service and maintenance and Training in the form provided in Volume 4.

### **Notes to Clause 16.1:**

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.

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

## **17. Tender Prices**

- 17.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.
- 17.2 The tender must be submitted in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties, and any discounts but exclusive of Registration Tax. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a **separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

## **18. Currencies of Tender and Payments**

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of supplies by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

## **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Central Government Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

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

- 20.1 The tender guarantee is set at €3000 (Three Thousand Euro and must be an original and valid guarantee presented in the form specified in Section 3. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid for a period of five (5) months from the closing date of tenders. The tender guarantee must be drawn up in the name of the Director General of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.

The tender guarantee (bid bond) is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Director General of Contracts on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

Tender guarantees provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

**Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the Closing Date and Time of the tender will be automatically disqualified.**

**Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the tender offer not being considered any further.**

### **21. Variant Solutions**

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

### **22. Preparation and Signing of Tenders**

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Central Government Authority.

- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Central Government Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.

- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Central Government Authority.

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 The tenders must be submitted in English and deposited in the Department's tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1.

They must be submitted:

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

**Department of Contracts,  
Notre Dame Ravelin,  
Floriana, FRN 1600  
Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Central Government Authority will assume no responsibility for the misplacement or premature opening of the tender.

## ***24. Extension of Deadline for Submission of Tenders***

- 24.1 The Central Government Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Central Government Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## ***25. Late Tenders***

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Central Government Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## ***26. Alterations and Withdrawal of Tenders***

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

# **E. OPENING AND EVALUATION OF OFFERS**

## ***27. Opening of Tenders***

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta by the General Contracts Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Department of Contracts and shall also be available to view on the Department's website, [www.contracts.gov.mt/tenders](http://www.contracts.gov.mt/tenders).
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Central Government Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.

- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

## **28. Secrecy of the Procedure**

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Central Government Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## **29. Clarification of Tenders**

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

## **30. Tender Evaluation Process**

- 30.1 The following should be read in conjunction with Clause 27.

### **30.2 Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

### **30.3 Part 2: Eligibility and Selection Compliance**

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

#### *(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

#### *(ii) Selection Criteria*

- Evidence of financial and economic standing (sub-Clause 6.1.1)
- Evidence of technical capacity (sub-Clause 6.1.2)

### **30.4 Part 3: Technical Compliance**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and

the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received.

In the case of a suppliers who are already supplying the product being offered, the tenderer may be exempted from submitting samples. However the specific brand name and the respective reference of the Letter of Acceptance/Contract must be clearly indicated in the tender submission.

#### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.] The financial evaluation will have to identify the best financial offer [for each lot].

#### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 50 points or more) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.]

The tender with the lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = \frac{\text{lowest financial offer}}{\text{financial offer of the tender being considered}} \times 100$$

### ***31. Correction of Arithmetical Errors***

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

### ***32. Criteria for Award***

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

### ***33. Right Of The Central Government Authority To Accept Or Reject Any Tender***

33.1 The Central Government Authority reserves the right to accept or reject any tender and/or to cancel

the whole tender procedure and reject all tenders. The Central Government Authority reserves the right to initiate a new invitation to tender.

- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Central Government Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
  - (b) the economic or technical parameters of the project have been fundamentally altered;
  - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
  - (d) all technically compliant tenders exceed the financial resources available;
  - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

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

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Central Government Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/ notification that the offer was not the cheapest (if applicable);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the General Contracts Committee shall be published on the Notice Board of the Department of Contracts, and published online on the Department's website, [www.contracts.gov.mt/gcc](http://www.contracts.gov.mt/gcc).

### **35. Contract Signing and Performance Guarantee**

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Central Government Authority, the successful tenderer will sign and date the contract and return it to the Central Government Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Central Government Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Central Government Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any

guarantees required within the prescribed 15 calendar days, the Central Government Authority may consider the acceptance of the tender to be cancelled without prejudice to the Central Government Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Central Government Authority.

The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.

- 35.5 Only the signed contract will constitute an official commitment on the part of the Central Government Authority, and activities may not begin until the contract has been signed by the Central Government Authority and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

### **36. Period of Delivery**

- 36.1 The period of delivery indicated in Clause 1.3 of the Instructions to Tenderers commences from the date of last signature of contract
- 36.2 The Contractor must inform the Central Government Authority's representative by return that he has received the notice.

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Central Government Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Central Government Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Central Government Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

- 38.1 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 Central Government Authority/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.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

### **39. Gender Equality**

- 39.1 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.



# VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: .....  
 <Name of Tender> <File Reference Number>

**A TENDER SUBMITTED BY**

|                      | Name(s) of tenderer(s) | Nationality | Proportion of Responsibilities <sup>2</sup> |
|----------------------|------------------------|-------------|---------------------------------------------|
| Leader <sup>1</sup>  |                        |             |                                             |
| Partner <sup>1</sup> |                        |             |                                             |
| Etc ...              |                        |             |                                             |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

| Supply intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar supplies (details to be specified) |
|--------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|--------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|

- 1
- 2
- (.)

3. The maximum amount of sub-contracting must not exceed 80% of the total contract value. The main contractor must have the ability to carry out at least 20% of the contract works by his own means.  
 NOTE TO COMPILER: THIS SECTION IS TO BE REMOVED/MARKED NOT APPLICABLE IF NO SUB-CONTRACTING IS ALLOWED. LIAISE WITH DOC

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

## C TENDERER'S DECLARATION(S)

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

In response to your letter of invitation to tender 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 tender document (including subsequent Clarifications Notes issued by the Central Government Authority) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. 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 tender offer not being considered any further.
- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following items:
  - Two (2) Ambulance Vehicles as specified in the technical specifications (Volume 3 section 6)
  - First (1) year Maintenance and After Sales service contract for Ambulance vehicles within of the two (2) year warranty period
  - Second (2) year Maintenance and After Sales service contract for Ambulance vehicles within of the two (2) year warranty period
  - Two (2) Portable suction units including the accessories, operators and service manual
  - Two (2) Fixed Suction Units including the accessories, operators and service manual
  - Two (2) Automated External Defibrillator with disposable adult pads, disposable pediatric pads, extra ECG patient cables, carrying bag for defibrillator and its accessories, other essential accessories and operators manual
  - Two (2) Transport Multi Parameter Monitor with drip stands and accessories
  - First (1) year Maintenance and After Sales service contract for Medical Equipment within of the two (2) year warranty period
  - Second (2) year Maintenance and After Sales service contract for Medical Equipment within of the two (2) year warranty period

After the expiry of the two (2) year warranty period and with the approval of Director Customer Services, Ministry for Gozo; we offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following items:

- First (1) year Maintenance and After Sales service contract on Ambulance vehicles after the expiry of the two (2) year warranty period.
- Second (2) year Maintenance and After Sales service contract on Ambulance vehicles after the expiry of the warranty two (2) year warranty period.
- Third (3) year Maintenance and After Sales service contract on Ambulance vehicles after the expiry of the two (2) year warranty period.
- Fourth (4) year Maintenance and After Sales service contract on Ambulance vehicles after the expiry of the warranty two (2) year warranty period.
- Fifth (5) year Maintenance and After Sales service contract on Ambulance vehicles after the expiry of the two (2) year warranty period.
- Sixth (6) year Maintenance and After Sales service contract on Ambulance vehicles after the expiry of the two (2) year warranty period.
- First (1) year Maintenance and After Sales service contract on Medical Equipment after the expiry of the two (2) year warranty period
- Second (2) year Maintenance and After Sales service contract on Medical Equipment after

the expiry of the two (2) year warranty period

- Third (3) year Maintenance and After Sales service contract on Medical Equipment after the expiry of the two (2) year warranty period
- Fourth (4) year Maintenance and After Sales service contract on Medical Equipment after the expiry of the two (2) year warranty period
- Fifth (5) year Maintenance and After Sales service contract on Medical Equipment after the expiry of the two (2) year warranty period
- Sixth (6) year Maintenance and After Sales service contract on Medical Equipment after the expiry of the two (2) year warranty period

| Item No.                                                                                                                             | Description                                                               | Quantity | Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br>€ | Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br>€ |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 1                                                                                                                                    | Ambulance Vehicle as specified in the technical specifications (Volume 3) | 2        |                                                                                      |                                                                                  |
| <b>Medical Equipment</b>                                                                                                             |                                                                           |          |                                                                                      |                                                                                  |
| 2                                                                                                                                    | Portable suction units                                                    | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Accessories                                                               | Lump Sum |                                                                                      |                                                                                  |
|                                                                                                                                      | Operators Manual                                                          | 1        |                                                                                      |                                                                                  |
|                                                                                                                                      | Service Manual                                                            | 1        |                                                                                      |                                                                                  |
| 3                                                                                                                                    | Fixed Suction Unit                                                        | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Accessories                                                               | Lump Sum |                                                                                      |                                                                                  |
|                                                                                                                                      | Operators Manual                                                          | 1        |                                                                                      |                                                                                  |
|                                                                                                                                      | Service Manual                                                            | 1        |                                                                                      |                                                                                  |
| 4                                                                                                                                    | Automated External Defibrillator                                          | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Disposable Adult Pads                                                     | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Disposable Paediatric Pads                                                | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Extra ECG patient Cables                                                  | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Carrying bag for Defibrillator and its accessories                        | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Other essential accessories                                               | Lump Sum |                                                                                      |                                                                                  |
|                                                                                                                                      | Operators Manual                                                          | 1        |                                                                                      |                                                                                  |
| 5                                                                                                                                    | Transport Multi Parameter Monitor                                         | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Drip Stands                                                               | 2        |                                                                                      |                                                                                  |
|                                                                                                                                      | Accessories                                                               | Lump Sum |                                                                                      |                                                                                  |
| <b>GRAND TOTAL INCLUDING VAT, DUTIES &amp; OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP) BUT EXCLUDING VEHICLE REGISTRATION TAX.</b> |                                                                           |          |                                                                                      |                                                                                  |

- 3 The price of our tender (including all duties\charges, VAT, custom duties but excluding vehicle registration tax) is:  
€ \_\_\_\_\_
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender [Lot No]. We confirm that we are not tendering 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 tender procedure.
- 7 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.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers 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 tender in this procedure. We recognise that our tender 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 tender.
- 10 We will inform the Central Government 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.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
- (a) An original bid-bond for the amount of €3000, in the form provided in Volume 1, Section 3<sup>(Note 1)</sup>
  - (b) *General/Administrative Information*<sup>(Note 2)</sup>
    - (i) Proof of Purchase of tender document (receipt)
    - (ii) Statement on Conditions of Employment (Volume 1, Section 4)
  - (c) *Selection Criteria*
    - (i) *Financial and Economic Standing*<sup>(Note 2)</sup>
      - (i) No Evidence of economic and financial standing is required
  - (d) *Technical Capacity*<sup>(Note 3)</sup>
    - (i) List of principal deliveries effected during the last 5 years (Volume 1, Section 4)
  - (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
    - (i) Tenderer's Technical Offer in response to specifications (Volume 3)
    - (ii) Literature (Volume 1, Section 4)
    - (iii) A two (2) year parts and labour warranty Declaration on Ambulances and Medical Equipment including the after sales service and maintenance during the warranty period. The after sales service and maintenance shall be according to Volume 3 section 4 and 5.

- (iv) Images/Drawings of the interior and exterior of the ambulance
- (v) A priced spare parts list valid for the service and maintenance agreement.
- (vi) A priced offer of after sales services and maintenance for up to 6 (six) years after the expiration of the two (2) year warranty. The prices offered for the after sales services and maintenance of ambulance vehicles and equipment **will not be considered** during the adjudication process but the prices will be binding if Director Customer Services, agrees to take up such agreement.

(f) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>

- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid calculated on a basis of **Delivered Duty Paid (DDP) inclusive of customs duty, VAT and excluding Registration Tax** for the supplies tendered, after-sales service and Training in the form provided in Volume 4.

**Notes:**

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.*

- 12 I acknowledge that the Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Central Government Authority is not bound to proceed with this invitation to tender 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 tenderer: \_\_\_\_\_

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

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

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

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

# VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the Director of Contracts has invited tenders for

.....

...,

and whereas Messrs ..... [Name of tenderer]

(hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we

..... [Name of Bank], hereby guarantee to pay you on your first demand

in writing a maximum sum of three thousand Euro (€3000) in case the Tenderer withdraws his tender before

the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in

accordance with the Conditions of Contract.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

This guarantee is valid for a period of one hundred and fifty (150) days from the closing date of submission of tenders, and expires on the ..... Unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

Yours faithfully,

.....

Bank Manager

.....

Date

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

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 tenderer)*

Date: .....

TENDER PREVIEW

## 2 - List of Principal Deliveries

List of principal deliveries effected during the past 5 years:

| Description of Supplies | Total Value of Supplies | Date of Delivery | Client*/<br>Contracting Authority* |
|-------------------------|-------------------------|------------------|------------------------------------|
|-------------------------|-------------------------|------------------|------------------------------------|

\* In so listing the end clients, I am giving my 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 supplies provided to them.

Signature: .....

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

Date: .....



### 3 - Literature

1. List of literature to be submitted with the tender:

| Item | Description                                              | Reference in Technical Specifications |
|------|----------------------------------------------------------|---------------------------------------|
| 1    | External Specifications                                  | 1.1.3                                 |
| 2    | Fire safety                                              | 1.2.1                                 |
| 3    | Mechanical Specifications                                | 1.2.6                                 |
| 4    | Electrical Specifications                                | 1.3                                   |
| 5    | Main Stretcher Specifications                            | 2.1                                   |
| 6    | Folding Stretcher Specifications                         | 2.1                                   |
| 7    | Specifications for device for conveying a seated patient | 2.1                                   |
| 8    | Battery Operated Suction Pump                            | 2.2                                   |
| 9    | Automatic External Defibrillator                         | 2.3                                   |
| 10   | Multi-parameter monitor                                  | 2.4                                   |

Signature: .....

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

Date: .....

#### 4 - Price List of Spare Parts

| Spare Parts               | Quantity                       | Unit Cost € | Total Cost €<br>(excluding VAT) |
|---------------------------|--------------------------------|-------------|---------------------------------|
| <b>Engine Parts</b>       |                                |             |                                 |
| Engine                    | 1                              |             |                                 |
| Gear Box                  | 1                              |             |                                 |
| Final Drive               | 1                              |             |                                 |
| <b>Ignition</b>           |                                |             |                                 |
| Spark Plugs/<br>Injectors | 12/4 per vehicle               |             |                                 |
| Distribution<br>Cap       | 2 per vehicle                  |             |                                 |
| H.T Wires                 | 1 set per vehicle              |             |                                 |
| E.C.U                     | 1 per vehicle                  |             |                                 |
| Electronic<br>Components  | 1 per vehicle                  |             |                                 |
| Fuel/Diesel<br>Pump       | 1 per vehicle                  |             |                                 |
| <b>Cooling Systems</b>    |                                |             |                                 |
| Hose Pipes                | 1 set per vehicle              |             |                                 |
| Water Pump                | 1 per vehicle                  |             |                                 |
| Radiator                  | 1 per vehicle                  |             |                                 |
| Thermostat                | 1 per vehicle                  |             |                                 |
| Heater                    | 1 set per vehicle              |             |                                 |
| <b>Filters</b>            |                                |             |                                 |
| Oil                       | 6 per Vehicle                  |             |                                 |
| Fuel                      | 3 per Vehicle                  |             |                                 |
| Air                       | 3 per Vehicle                  |             |                                 |
| Pollen                    | 3 per Vehicle                  |             |                                 |
| <b>Electrical</b>         |                                |             |                                 |
| Battrey                   | 1 every 4 years per<br>vehicle |             |                                 |
| Lights F/R                | 1 set per vehicle              |             |                                 |
| Emergency<br>Lights       | 1 set per vehicle              |             |                                 |
| Siren                     | 1 set per vehicle              |             |                                 |
| Wipers                    | 1 set per vehicle              |             |                                 |
| Windscreen<br>Washers     | 1 set per vehicle              |             |                                 |
| Fuse Box                  | 1 set per vehicle              |             |                                 |
| <b>Brakes</b>             |                                |             |                                 |
| Pads<br>Front/Rear        | 2 sets per vehicle             |             |                                 |
| Brake Disk<br>Front/Rear  | 1 set per vehicle              |             |                                 |
| Calliper                  | 1 set per vehicle              |             |                                 |

| Spare Parts                    | Quantity          | Unit Cost € | Total Cost €<br>(excluding VAT) |
|--------------------------------|-------------------|-------------|---------------------------------|
| Front/Rear                     |                   |             |                                 |
| Master Cylinder                | 1 set per vehicle |             |                                 |
| Wheel Cylinder                 | 1 set per vehicle |             |                                 |
| Brake Shoes                    | 1 set per vehicle |             |                                 |
| Drums Front/Rear               | 1 set per vehicle |             |                                 |
| Flexible Hoses/Lines           | 1 set per vehicle |             |                                 |
| <b>Tyres</b>                   |                   |             |                                 |
| Front/Rear Wheels              | 1 set per vehicle |             |                                 |
| Jacking Equipment              | 1 set per vehicle |             |                                 |
|                                |                   |             |                                 |
| <b>Body Parts</b>              |                   |             |                                 |
| Front mudguard L/R             | 1 per vehicle     |             |                                 |
| Rear mudguard L/R              | 1 per vehicle     |             |                                 |
| Front Doors L/R                | 1 per vehicle     |             |                                 |
| Rear Doors L/R                 | 1 per vehicle     |             |                                 |
| Side door                      | 1 per vehicle     |             |                                 |
| Windscreen                     | 1 per vehicle     |             |                                 |
| Bumper F/R                     | 1 per vehicle     |             |                                 |
| Headlamp L/R                   | 1 per vehicle     |             |                                 |
| Tail Lamp L/R                  | 1 per vehicle     |             |                                 |
| Indicators Rear L/R            | 1 per vehicle     |             |                                 |
| Indicators Front L/R           | 1 per vehicle     |             |                                 |
| Side Windows                   | 1 per vehicle     |             |                                 |
| Rear Windows                   | 1 per vehicle     |             |                                 |
|                                |                   |             |                                 |
| <b>Fluids</b>                  |                   |             |                                 |
| Automatic Gear Hydraulic Fluid | 1 per vehicle     |             |                                 |
| Final Drive                    | 1 per vehicle     |             |                                 |
| Power Steering                 | 1 per vehicle     |             |                                 |
| Radiator                       | 1 per vehicle     |             |                                 |

| Spare Parts     | Quantity      | Unit Cost € | Total Cost €<br>(excluding VAT) |
|-----------------|---------------|-------------|---------------------------------|
| Fluid           |               |             |                                 |
| Hydraulic Fluid | 1 per vehicle |             |                                 |
|                 |               |             |                                 |

The prices offered for the spare parts will not be considered during the adjudication process. All costs of spare parts utilized in the servicing/maintenance and repairs are to be invoiced at the rates outlined above. All spare parts quoted are to be available for a total of ten years after the expiry of the warranty period.

Signature: .....

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

Date: .....

TENDER PREVIEW

**5 - Priced offer for After Sales Service and Maintenance Agreement**

| Item No. | Description                                                                                                                                    | Quantity | Total excluding VAT,<br>€ |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|
| 1        | First (1) year Maintenance and After Sales service contract cost on Ambulance vehicles after the expiry of the warranty period of two 2 years  | Lump sum |                           |
| 2        | Second (2) year Maintenance and After Sales service contract cost on Ambulance vehicles after the expiry of the warranty period of two 2 years | Lump Sum |                           |
| 3        | Third (3) year Maintenance and After Sales service contract cost on Ambulance vehicles after the expiry of the warranty period of two 2 years  | Lump Sum |                           |
| 4        | Fourth (4) year Maintenance and After Sales service contract cost on Ambulance vehicles after the expiry of the warranty period of two 2 years | Lump sum |                           |
| 5        | Fifth (5) year Maintenance and After Sales service contract cost on Ambulance vehicles after the expiry of the warranty period of two 2 years  | Lump Sum |                           |
| 6        | Sixth (6) year Maintenance and After Sales service contract cost on Ambulance vehicles after the expiry of the warranty period of two 2 years  | Lump Sum |                           |
| 1        | First (1) year Maintenance and After Sales service contract cost on Medical Equipment after the expiry of the warranty period of two 2 years   | Lump sum |                           |
| 2        | Second (2) year Maintenance and After Sales service contract cost on Medical Equipment after the                                               | Lump Sum |                           |

|   |                                                                                                                                               |          |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|--|
|   | expiry of the warranty period of two 2 years                                                                                                  |          |  |
| 3 | Third (3) year Maintenance and After Sales service contract cost on Medical Equipment after the expiry of the warranty period of two 2 years  | Lump Sum |  |
| 4 | Fourth (4) year Maintenance and After Sales service contract cost on Medical Equipment after the expiry of the warranty period of two 2 years | Lump sum |  |
| 5 | Fifth (5) year Maintenance and After Sales service contract cost on Medical Equipment after the expiry of the warranty period of two 2 years  | Lump Sum |  |
| 6 | Sixth (6) year Maintenance and After Sales service contract cost on Medical Equipment after the expiry of the warranty period of two 2 years  | Lump Sum |  |

A priced offer of after sales services and maintenance for up to 6 (six) years after the expiration of the two (2) year warranty. The prices offered for the after sales services and maintenance of ambulance vehicles and equipment **will not be considered** during the adjudication process but the prices will be binding if Director Customer Services, agrees to take up such agreement

Signature: .....

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

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any instruction or order issued by the Project Manager to the Contractor in writing regarding the execution of the contract.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Central Government Authority:** means the Department of Contracts

**Contracting Authority:** means the final beneficiary.

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

**Contract value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contractor:** The successful tenderer, once all parties have signed the contract.

**Day:** Calendar day.

**Dayworks:** Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

**Defects Notification Period:** The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

**Drawings:** Drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

**Engineer's representative:** Any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

**Equipment:** Machinery, apparatus, components and any other articles intended for use in the works

**Evaluation Committee:** a committee made up of an odd number of voting members (at least three) appointed by the Central Government Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Final acceptance certificate:** Certificate(s) issued by the Engineer to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**In writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Engineer which modifies the works.

**National currency:** The currency of the country of the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Project Manager :** The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority, where the latter is not the Central Government Authority.

**Provisional sum:** A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

**Site:** The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

**Supervisor/Engineer:** The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

**Tender document/s:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Works:** Works of a permanent or temporary nature executed under the contract.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.



# VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

## *Part XIII - Appeals*

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

- (1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

- (2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
  - (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
  - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
  - (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;
  - (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]  
Project: ..... [Title and Number]  
Contract Number: ..... [Contract Number]

This contract is concluded between:

Department of Contracts  
Notre Dame Ravelin  
Floriana FRN 1600  
Malta

(hereinafter called "The Central Government Authority") on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]  
[Address]

(hereinafter called "The Contractor") on the other part,

Whereas the Central Government Authority is desirous that certain supplies should be [supplied, manufactured, delivered, installed, commissioned, maintained, etc.] by the Contractor, viz.:

#### [Contract Title]

and has accepted a tender by the Contractor for the provision of such supplies and the remedying of any defects therein.

#### **It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The place of acceptance of the supplies shall be [.....], the time limits for delivery shall be [.....], and the INCOTERM<sup>2000</sup> applicable shall be delivery duty paid (DDP).
3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this contract,
  - (b) the Special Conditions,
  - (c) the General Conditions,
  - (d) the technical specifications and design documentation,
  - (e) the Contractor's technical offer (including any clarifications made during adjudication),
  - (f) the financial offer (after arithmetical corrections)/breakdown,
  - (g) the tender form,
  - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compliance with the provisions of the contract.
5. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (*including* VAT/other taxes but excluding registration tax): €.....
- Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: one for the Central Government Authority, one for the Contracting Authority, and one for the Contractor.

**Central Government Authority:**

Signed by:

.....

In the capacity of:

.....

Being fully authorized by and acting on behalf of

.....

Date: .....

**Contractor:**

Signed by:

.....

In the capacity of:

.....

Being fully authorized by and acting on behalf of

.....

Date: .....

TENDER PREVIEW

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

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.

TENDER PREVIEW

## VOLUME 2 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**

- 4.1 Further to clause 4.1 of the General Conditions all communication must be done in English and addressed to :

Department of Contracts  
Notre Dame Ravelin, Floriana  
FRN 1600, Malta

Tel: (356) 21220212  
Fax: (356) 21247681  
Website: [www.contracts.gov.mt](http://www.contracts.gov.mt)

### **Article 7: Supply of Documents**

As per general conditions

### **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.

### **Article 10: Origin**

- 10.1 Supplies may originate in a member state of the European Union or any other country as stipulated in Article 68 of the public contracts regulations. The origin of the goods shall be determined according to the community customs code or the international agreements to which the country concerned is signatory.  
When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection

### **Article 11: Performance Guarantee**

- 11.1 The Contractor shall, within 15 days of receipt of the contract for signature, 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 12: Insurance**

- 12.1 Insurance cost are to be borne by the supplier until provisional acceptance.

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

A performance program is being requested indicating the assembly start and end dates , details of when the ambulances will be ready for shipping and the expected delivery date at the Gozo General Hospital within 20 weeks from the last signature of contract.

## **Article 14: Contractor's Drawings**

- 14.1 As per General Conditions
- 14.7 Operators manuals of all medical equipment and vehicle shall be provided before provisional acceptance.

## **Article 15: Tender Prices**

- 15.1 As per general conditions

## **Article 16: Tax and customs arrangements**

- 16.2 As per clause 16.2 in general conditions but excluding registration tax

## **Article 17: Patents and Licences**

- 17.1 As per general conditions

## **Article 18: Commencement Order**

- 18.1 The performance of the contract is to commence from the last date of the signing of contract

## **Article 19: Delays in Execution**

- 19.1 As per general conditions

## **Article 22: Variations**

- 22.1 Subject to the provisions of Regulation 78 of the Public Procurement Regulations 2010, the Central Government Authority reserves the right to vary the quantities specified for the items. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

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

As per general conditions

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

- 25.2 The ambulances shall be subjected to a trial run prior to handling over to the Gozo General Hospital.

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

- 26.1 Payments will be made in Euro.
- Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.
- 26.3 The maximum period in which payments are to be affected is 150 days failing which the provisions of the late payment directives will come into effect.

## **Article 28: Delayed Payments**

- 28.1 The period quoted in Article 28.1 of the General Conditions may be subject to change according to the particular needs of the Department.]
- 28.2 Once the deadline laid down in Article 26.3 has expired a contractor would become entitled to the payment of interest at 2% over the rate of interest established by the Central Bank of Malta for the particular period

## **Article 29: Delivery**

- 29.1 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.
- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.
- 29.5/6 Operators manuals of all medical equipment and vehicle shall be provided before provisional acceptance.

## **Article 31: Provisional Acceptance**

Provisional Acceptance is to occur after inspection and certification of conformity to technical specifications by Engineer and/or medical representative.

## **Article 32: Warranty**

- 32.1 This warranty shall remain valid for 2 years after provisional acceptance. The same terms and condition in 33.1 in “Article 33: After-Sales Service” shall apply during the two (2) year warranty period.

## **Article 33: After-Sales Service**

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 2 years (during warranty period) as detailed in volume 3 and manufacturer’s recommendations.

After the expiry of the two (2) year warranty period, the Director Customer Services, Ministry for Gozo may wish to extend the service and maintenance in accordance with the terms of the tender document and the conditions and the prices and time limits laid down, without reserve or restriction for a period of three (3) years after the expiry of the warranty period.

Provided that the breakdown is not cause of a motor vehicle accident, the ambulance vehicle and equipment must be repaired and in working order within (7) days. It must be stressed that ambulances provide life saving service and hence downtime of each ambulance must be kept to a minimum. Penalties shall be imposed for delay in the servicing and repair of the ambulances and or equipment as follows:

- o €100 per day, after 7<sup>th</sup> day that ambulance vehicle or equipment is not in working order

## **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**

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.

***Article 46: Defects Liability period***

46.1 The defects liability period is that of 2 years

TENDER PREVIEW



## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Contracts  
Department of Contracts  
Notre Dame Ravelin  
Floriana FRN1600  
Malta

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [CT File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 11 of the Special Conditions the [works/services/supplies] as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

*Part 1 - To be specified by the Contracting Authority in the tender document*

**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.

TENDER PREVIEW

## 1. Technical Specifications

Ambulance and equipment must conform to EN1789:2007, EN1865:2000 and other relevant Standards. The Ambulance must also be EC Type Approved.

### 1.1. Mechanical items.

1.1.1. The motor ambulance shall be fitted with right hand drive mechanism

1.1.2. The motor ambulances shall be supplied complete in every respect and ready to take the road after a satisfactory trial run; all expenses in this connection to be borne by the tenderer.

1.1.3. External specifications:

The all weather body and cab shall be constructed of galvanized steel and / or other non-ferrous metals and shall be scientifically treated to resist corrosion including the under sealing. The construction shall be such as to ensure lightest weight possible.

1.1.3.1. Maximum overall dimensions:

The maximum overall dimensions shall be in accordance with the following:

1.1.3.1.1. Maximum overall length: 5000mm

1.1.3.1.2. The overall height of the ambulances shall not exceed 2800mm, with the beacon light and antenna included.

1.1.3.1.3. Maximum overall width 2100mm excluding external fold back mirrors.

1.1.3.2. Recognition and visibility of ambulance

1.1.3.2.1. The base colour for the ambulance shall be Yellow (RAL 1016).

1.1.3.2.2. For night time visibility micro-prismatic reflective material should also be applied. Green colour with a Battenburg pattern shall be utilised.

1.1.3.2.3. Chevron printing on the rear end of the vehicle

1.1.3.3. The following printing / logos shall also be applied:

1.1.3.3.1. Gozo General Hospital + AMBULANZA printed on both sides of the vehicle in red colour (RAL 3000 [flame red]) that is highly visible, retro reflective and which contrasts against the background.

1.1.3.3.2. Gozo General Hospital + AMBULANZA printed on rear door in red colour (RAL 3000 [flame red]) that is highly visible, retro reflective and which contrasts against the background

1.1.3.3.3. AMBULANZA [printed in mirror image] on a front facing position under the windscreen in red colour (RAL 3000[flame red]) that is highly visible, retro reflective and which contrasts against the background

1.1.3.3.4. A Star of Life logo together with the vehicle call sign shall also be printed to the above mentioned areas together with a similar print on the ambulance roof. The height of the roof call sign print shall be 50cm.

### 1.2. Internal specifications

1.2.1. Fire safety

1.2.1.1. All interior materials shall have a burning rate of less than 100 mm / min when tested in accordance with ISO 3795.

1.2.1.2. A 3kg, dry powder type of fire extinguisher shall be fitted inside the driver's compartment. An additional 3 kg, carbon dioxide type of fire extinguisher shall be fitted inside the patient's compartment.

#### 1.2.2. Driver's area (cab) configuration

For all types of road ambulances the ergonomic space of the driver's compartment and of the seat adjustment as approved by the base vehicles manufacturer shall not be reduced. Also the cab shall be equipped with the following:

1.2.2.1. A windscreen demisting system operable when the road ambulance is stationary or mobile.

1.2.2.2. An external windscreen washer system

1.2.2.3. Two sunblinds.

1.2.2.4. A hand held torch rechargeable via ambulance 12V supply.

1.2.2.5. A Digital Clock

1.2.2.6. Internally adjustable map reading light

1.2.2.7. At least two (2) 12V outlet sockets. One of which shall be mounted in a position to allow the supply of an electric current for a dashboard mounted GPS unit

1.2.2.8. A seat belt cutter and windscreen hammer.

1.2.2.9. A grab handle for an attendant situated near the lower corner of the windscreen or above the entrance doors.

#### 1.2.3. Minimum loading capacity (Persons)

1.2.3.1. Number of seats and/or stretcher facilities (in addition to the driver's cab) is that of five (5). This includes two (2) stretchers.

1.2.3.2. The total number of seating positions inside the driver's cab shall be that of three (which includes driver). All seats shall have adequate safety restraining systems.

#### 1.2.4. Bulkhead

1.2.4.1. A full bulkhead or a bulkhead with a door shall separate the driver's compartment from the patient's compartment. Where a door is fitted, it shall not be possible to drive the vehicle with the door in the open position. This door shall be secured against opening if the road ambulance is in motion.

1.2.4.2. One or two windows with a minimum separation of 100 mm shall be provided in the bulkhead made of material complying with the requirements of Directive 92/22/EEC modified. The windows shall allow direct visual contact with the driver. The opening area of the window shall have a maximum area of 0.12 m<sup>2</sup>. It shall be secured against self-opening and shall have an adjustable blind or other means of preventing the driver being disturbed by the light of the patient's compartment.

#### 1.2.5. Openings (doors, windows, emergency exits)

##### 1.2.5.1. General

1.2.5.1.1. There shall be a minimum of two openings – one at the rear (door/tailgate) and one at the side (sliding door) of the patient's compartment.

1.2.5.1.2. All openings shall have seals to protect against the ingress of water.

1.2.5.1.3. All openings shall comply with the minimum dimensions set out in Table 1.

1.2.5.1.4. The side opening shall be placed at left hand side and shall have the necessary facilities for entry of a wheelchair or walking patient.

**Table 1: Minimum opening dimensions in the patient compartment**

| Opening | Dimensions (mm) |
|---------|-----------------|
|---------|-----------------|

|                                                                          |                               |
|--------------------------------------------------------------------------|-------------------------------|
| Side Opening                                                             | Height - 1750<br>Width – 1300 |
| Rear Opening                                                             | Height – 1750<br>Width – 1500 |
| See EN 1865 for stretcher dimensions which should be taken into account. |                               |

#### 1.2.5.2. Doors

Each external door of the patient's compartment shall be fitted with a security system which enables the following:

- 1.2.5.2.1. Lock and unlock from inside without use of a key;
- 1.2.5.2.2. Lock and unlock from outside with use of a key;
- 1.2.5.2.3. Unlock from the outside using a key when the door is locked from the inside.

NOTE: This security system shall be integrated with a central locking system.

- 1.2.5.2.4. The patient's compartment doors shall be capable of being positively restrained in the open position.
- 1.2.5.2.5. An audible and visual signal shall warn the driver when any door is not completely closed when the vehicle is in motion.
- 1.2.5.2.6. All doors shall have illumination at foot level to illuminate any steps.
- 1.2.5.2.7. The side door shall have a heavy duty automatic retractable step to aid entrance into the ambulance. Any electrical/mechanical components which are housed underneath the step shall be water submersible proof (IPX7). The step shall allow for a minimum load of 220kg. The step shall be constructed of non-slip material. The step shall have rounded edges and these edges shall have rubber protection all round to decrease the incidence of injuries for the staff / patients.

#### 1.2.5.3. Windows

- 1.2.5.3.1. In the patient's compartment, there shall be a minimum of two external windows. There shall be one fixed window fitted to each of the rear door / s and an additional window fitted to the sliding door on the left hand side of the ambulance. The window at the side shall be of the sliding type and shall be large enough to allow the emergency evacuation of any occupants from within the patient's compartment.
- 1.2.5.3.2. The side emergency window shall have a quick release emergency system.
- 1.2.5.3.3. The windows shall be positioned or screened to ensure patient's privacy when required. Windows shall be made of material complying with the requirements of Directive 92/22/EEC modified.

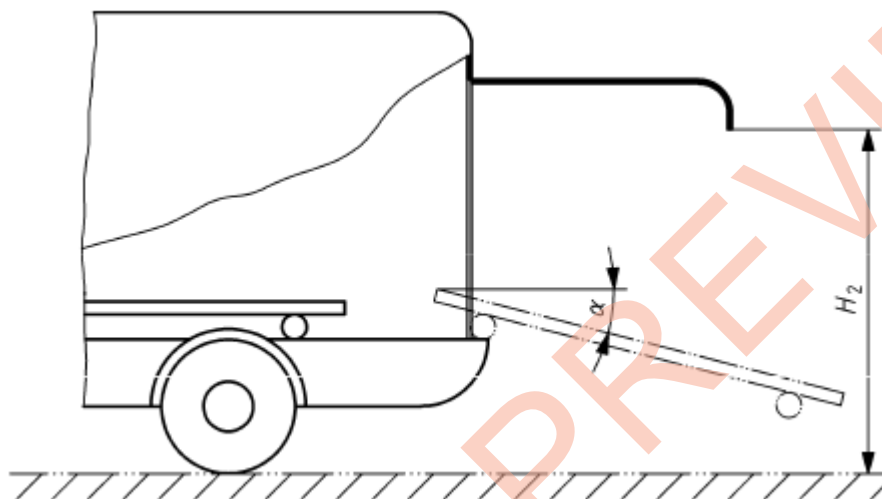
#### 1.2.5.4. Loading area

- 1.2.5.4.1. The loading area dimensions shall be in accordance with Table 2.
- 1.2.5.4.2. Loading area shall have adequate illumination which switches on automatically when tailgate is opened.
- 1.2.5.4.3. The loading area shall have a step to aid entry into the ambulance.

**Table 2: Loading area dimensions**

|                                                     |                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tail gate height ( $H_2$ ) <sup>1</sup>             | 1900mm                                                                                                                                                                                                                                                                                                             |
| Loading angle (stretcher) ( $\alpha$ ) <sup>1</sup> | Max. 16°                                                                                                                                                                                                                                                                                                           |
| Loading height (stretcher)                          | When the patient is manually loaded or unloaded on the stretcher, the centre of the stretcher handles shall be no more than 825 mm above ground level. The maximum height of either the floor or the loading holding assembly above ground level shall not exceed 750 mm at net vehicle mass plus loose equipment. |

<sup>1</sup>See figure 1.



**Figure 1: Loading area dimensions.**

#### 1.2.5.5. Patient's compartment

##### General

- 1.2.5.5.1. The patient's compartment shall be designed and constructed to accommodate the medical devices listed in section 2.0.
- 1.2.5.5.2. The ceiling, the interior side walls and the doors of the patient's compartment shall be lined with a material that is non-permeable, resistant to disinfectant and has noise absorbent characteristics to achieve internal noise levels as per section 1.2.5.11
- 1.2.5.5.3. The edges of surfaces shall be designed and / or sealed in such a way that no fluid can infiltrate. If the floor arrangement does not allow fluids to flow away, one or more drain with plugs shall be provided.
- 1.2.5.5.4. Exposed edges that could come into contact with the occupant's hands, legs, head etc. during normal use shall have a radius of curvature of not less than 2.5 mm except in the case of projections of less than 3.2 mm, measured from the panel. In this case, the minimum radius of curvature shall not apply provided the height of the projection is not more than half its width and its edges are blunted.
- 1.2.5.5.5. All installations in the patient compartment above 700 mm shall not have sharp exposed edges and shall terminate in rounded edges. A sharp exposed edge is defined as an edge of a rigid material having a radius of curvature of less than 2.5 mm.
- 1.2.5.5.6. Edges that can be contacted by using the apparatus and procedure described in section 5.4 (prEN1789\_Nov06) shall have an edge with radius of

curvature greater than or equal to 2.5 mm or shall be made from a non rigid material. Medical equipment and their holding devices (for example stretchers, platforms, suction units etc.) are excluded.

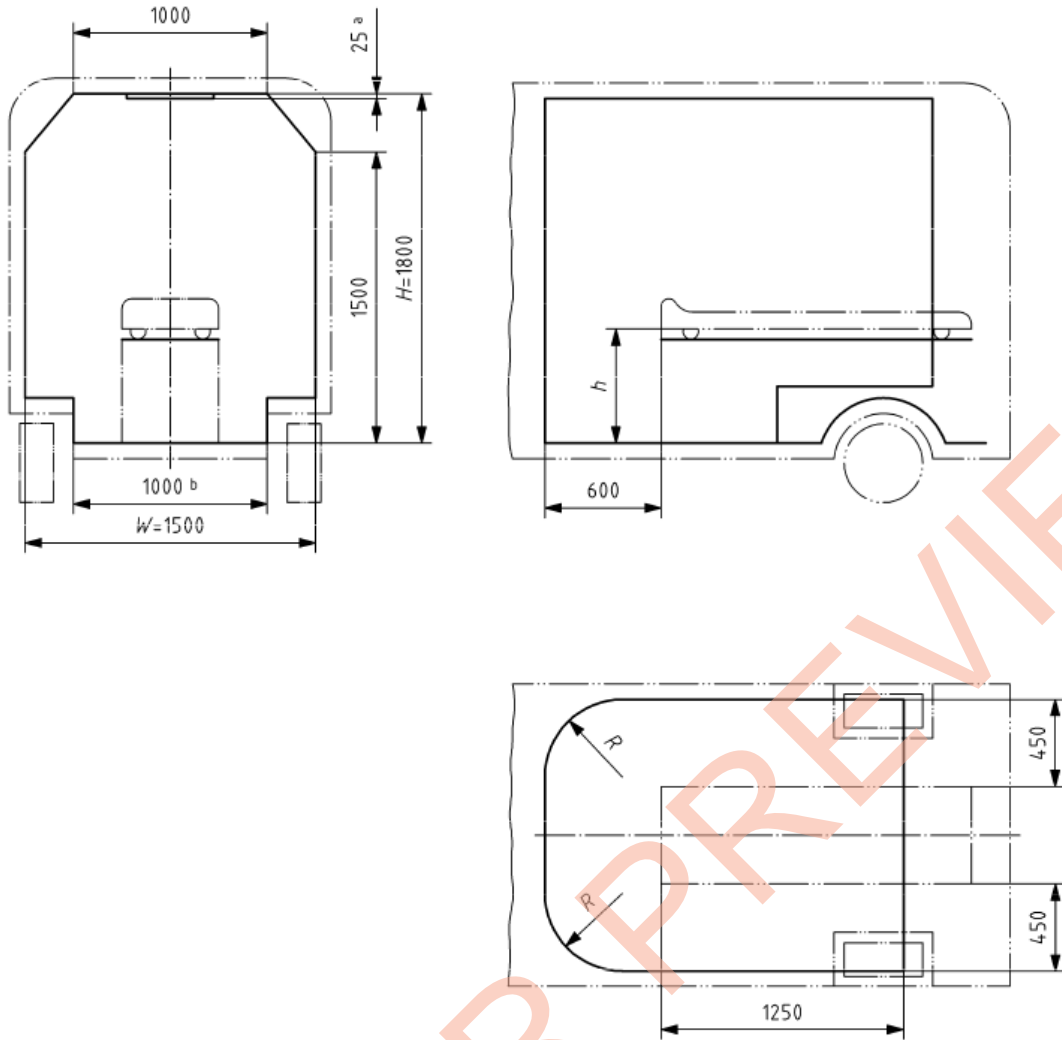
- 1.2.5.5.7. Drawers should be secured against self-opening and where lockers are fitted with doors that open upwards they should be fitted with a positive hold open mechanism.
- 1.2.5.5.8. This road ambulance shall be equipped with a lockable drugs compartment with security lock.
- 1.2.5.5.9. Floor coverings shall be chosen that will provide adequate grip for the attendant including when wet and should be durable and easy to clean.
- 1.2.5.5.10. A hand-holding device positioned above the stretcher. This hand-holding device shall be positioned along the longitudinal axis.
- 1.2.5.5.11. If the patient's compartment is to be equipped with a non-foldable sedan chair as defined in EN 1865, space shall be provided with a width of at least 600 mm measured at elbow height and a ceiling height above the seat squab of at least 920 mm.
- 1.2.5.5.12. Vehicle maintenance equipment (e.g. spare wheel and tools) shall not be accessible from within the patient's compartment.

#### Patient's compartment dimensions

- 1.2.5.5.13. The dimensions relate to the patient's compartment with lining. To achieve only structural solidity a reduction of the dimensions of up to 5 % is acceptable in limited areas; door openings excluded.
- 1.2.5.5.14. The patient's compartment shall be large enough to incorporate the treatment area provided with dimensions as set out in Figure 2. Any protrusions into the treatment area shall be designed and constructed to fold away to provide these minimum dimensions.
- 1.2.5.5.15. A seat (in stored position) and the medical technical equipment operated from this seat may intrude into the treatment area as follows:
  - 1.2.5.5.15.1. In this case the maximum intrusion shall be 125 mm at the head end of the stretcher
  - 1.2.5.5.15.2. or 125 mm on one side or a sum of 125 mm on both sides.
- 1.2.5.5.16. Verification of conformity of dimension of the treatment area shall be made when the stretcher is placed in the middle position of the treatment area. (Figure 2 & 1.2.5.5.19)

*h = A working height of the stretcher surface (excluding mattress) between 400 mm (minimum) and 650 mm (maximum) shall be ensured.*

*R = 500 mm (maximum), where R is the radius.*



- <sup>a</sup> Reduced (25 mm maximum) in the roof area over the stretcher.
- <sup>b</sup> Where the height of the wheel arch exceeds 400 mm, the clearance width between the wheel arches above 400 mm shall not be less than 1 250 mm.

Figure 2: Patient's compartment layout and dimensions

Patient and attendant seating

The minimum number of patient and attendant seats shall be as given in table 3.

**Table 3 – Minimum number of patient and attendant seats**

|                                                       |        |
|-------------------------------------------------------|--------|
| On one side of the stretcher upper $\frac{2}{3}$ end. | 1 seat |
| Head end of stretcher (airway seat)                   | 1 seat |

- 1.2.5.5.17. The seats shall comply with the minimum dimensions set out in table 4.
- 1.2.5.5.18. Seats fitted in accordance with Tables 3 and 4 shall be installed in either forward or rear-facing positions (Attendant seat at upper  $\frac{2}{3}$  end of stretcher shall be of swivel and lock type to allow side facing positions).
- 1.2.5.5.19. Seats for patients and attendants shall not be permanently fixed in a side-facing position.
- 1.2.5.5.20. Head restraints shall be fitted in accordance with Directive 78/932/EEC.
- 1.2.5.5.21. Backrests shall be constructed to a minimum dimension of 300 mm × 100 mm, the upholstery of which shall be a minimum thickness of 20 mm.
- 1.2.5.5.22. The head end seat (airway seat) shall be of the folding type.



1.2.5.5.23. All seating shall have suitable safety seat belt systems.

**Table 4 – Minimum dimensions for seating**

|                                          | <b>Single seat<br/>(patient)<br/>Mm</b> | <b>Single seat<br/>(attendant)<br/>Mm</b> | <b>Folding seat<br/>(attendant)<br/>Mm</b> |
|------------------------------------------|-----------------------------------------|-------------------------------------------|--------------------------------------------|
| <b>Width</b>                             | 450                                     | 450                                       | 450                                        |
| <b>Depth</b>                             | 400                                     | 330                                       | 330                                        |
| <b>Height above<br/>seat<sup>1</sup></b> | 920                                     | 920                                       | 920                                        |
| <b>Thickness of<br/>upholstery</b>       | 50                                      | 50                                        | 50                                         |

<sup>1</sup>Measured vertically above and in the middle of the 75 kg loaded seat.

NOTE: Where possible the seat height should be adjustable.

#### Stretcher assemblies

1.2.5.5.24. There shall be one main stretcher assembly. This shall allow for one stretcher to be loaded with ease into the patient's compartment.

1.2.5.5.25. The main stretcher assembly shall be designed so that its position can be changed from full lock on right hand side of the compartment to that of central position in line with the airway seat.

1.2.5.5.26. The patient's compartment shall also allow for the loading of a second non-fixed pole stretcher. During use this stretcher may occupy the seat of the attendants on the left hand side of the ambulance. During use enough space shall remain for an attendant to walk in between the two stretchers.

1.2.5.5.27. Attachments for the second stretcher shall be manufactured in a way that they are safe and strong enough to allow for the safe transport of patients.

1.2.5.5.28. When not in use the second stretcher and any of its attachments shall be stowed away safely.

1.2.5.5.29. The design of the second stretcher shall be such that no equipment other than that found in the ambulance shall be required to set it up or remove it.

#### 1.2.5.6. Ventilation and anaesthetic gas scavenging systems (AGSS)

There shall be a ventilation system, which shall provide a minimum of twenty (20) air changes per hour when the vehicle is stationary.

#### 1.2.5.7. Interior heating and cooling system

##### General

1.2.5.7.1. A digital thermometer displaying the internal temperature inside the patient's compartment shall be provided.

1.2.5.7.2. Cooling and Heating system shall be capable to operate with ignition off for at least 45 minutes. Power being supplied either from an onboard UPS system or an external power outlet as per 1.3.2.10.

##### Interior heating control systems

1.2.5.7.3. In addition to the heating of the driver's compartment there shall be fresh air type independent adjustable heating system.

1.2.5.7.4. This system shall be such that the heating up to at least 5 °C shall not take longer than 15 min. After 30 min a temperature of at least 22 °C shall be reached in the patient's compartment. The inside temperature shall be

measured in the centre of the stretcher(s) and at the mid point from the heater outlets (if several outlets are available).

- 1.2.5.7.5. The heating system shall be controlled by an adjustable thermostat or by an electronic climate control system (adjustable from within the patient's compartment). The actual temperature shall not vary from the set temperature by more than 5 °C.
- 1.2.5.7.6. The heating system shall be capable of meeting the performance criteria with the ventilation system switched off and the heating system set to re-circulate the air in the patient's compartment.
- 1.2.5.7.7. The installation of the system shall not allow exhaust gases entering the patient's compartment.
- 1.2.5.7.8. All ventilation ports on the roof of the ambulance shall be water tight, and at no cost shall rain penetrate the ingress protection of these ports.
- 1.2.5.7.9. Heating system shall be operable on the Gozo/Malta Ferry as per 1.2.5.7.2

#### Interior cooling control systems

- 1.2.5.7.10. A cooling (air conditioning) system shall be fitted for both driver's cab and patient's compartment.
  - 1.2.5.7.11. The cooling system should be such that, given an outside and inside temperature of 32 °C, the cooling down to at most 27 °C in the patient's compartment should not take longer than 15 min.
  - 1.2.5.7.12. After 30 min a temperature of at most 25 °C should be reached. The inside temperature should be measured in the centre of the stretcher(s) and at the mid point from the cooling outlets (if several outlets are available).
  - 1.2.5.7.13. The cooling system shall be controlled by an adjustable thermostat or by an electronic climate control system (adjustable from within the patient's compartment). The actual temperature shall not vary from the set temperature by more than 5 °C.
  - 1.2.5.7.14. The cooling system shall be capable of meeting the performance criteria with the ventilation system switched off and the cooling system set to re-circulate the air in the patient's compartment.
  - 1.2.5.7.15. The installation of the system shall not allow exhaust gases entering the patient's compartment.
  - 1.2.5.7.16. Cooling system shall be operable on the Gozo/Malta Ferry as per 1.2.5.7.2
- 1.2.5.8. Oxygen delivery points.
- 1.2.5.8.1. A minimum of two (2), one on either side to allow for the delivery of oxygen from the stationary oxygen supply via a regulator complete with Flowmeter, at a flow rate of 0 – 15l / min.
  - 1.2.5.8.2. An additional oxygen delivery point for the attachment of a ventilator machine.
- 1.2.5.9. Suction vacuum points.
- 1.2.5.9.1. Two such points shall be made available, one on either side.
  - 1.2.5.9.2. Supplied through a fixed vacuum system which is separate from the portable vacuum one.
- 1.2.5.10. Interior lighting

- 1.2.5.10.1. Natural colour balance lighting shall be provided as set out in Table 5.

1.2.5.10.2. Additionally there shall be a blue coloured standby low intensity lighting system installed.

1.2.5.10.3. A fully flexible and mobile diagnostic light is requested inside the patient's compartment.

**Table 5 – Minimum patient's compartment illumination**

| Area                        | Light intensity    |
|-----------------------------|--------------------|
| Patient area<br>(stretcher) | 300lx <sup>1</sup> |
| Surrounding area            | 50lx               |

NOTE: The colour temperature of the light will change the appearance of skin and organs. Therefore it's important that the interior lighting is suitable for patient care during transport. It is believed that it's not necessary in ambulance use to define "daylight" or "natural colour balance" in a more exact way other than the colour temperature. Regarding the colour temperature a comparison can be that examining lights in hospitals are normally between 3 800 to 4 300 degrees Kelvin.

<sup>1</sup>Additionally there shall be a facility for switching the lighting level down to 150 lx.

#### 1.2.5.11. Interior noise level

1.2.5.11.1. The interior noise level across the vehicle speed range shall be conformant to EN1789:2007

1.2.5.11.2. Noise measurements shall be made using the most appropriate gear for the speed being examined as determined by the base vehicle manufacturer.

#### 1.2.5.12. Holding system for infusion

1.2.5.12.1. A holding system shall be provided to support two vertically fixed infusions in such a way as to use the maximum available height above the stretcher holding assembly.

1.2.5.12.2. It shall be possible to position the infusions for use at either end of the stretcher holding assembly.

1.2.5.12.3. A holding system shall also allow the delivery of fluids to both stretchers concurrently when second stretcher is set up.

1.2.5.12.4. The infusion mounting shall have a minimum capacity of 5 kg and be able to hold two, one litre bags of fluids independent of each other and shall be designed to minimise oscillation.

#### 1.2.5.13. Mounting systems

1.2.5.13.1. Permanent seats and their anchorages in the patients' compartment, designed for use by patients and attendants when the ambulance is in motion, shall comply with the requirements of Directive 74/408/EEC modified. The seat belts anchorages of such seats shall comply with the requirements of directive 76/115/EEC modified. The seat belts shall comply with the requirements of directive 77/541/EEC modified.

1.2.5.13.2. The forward facing seats shall be fitted with three-point seat belts of the type Ar4m.

1.2.5.13.3. Head restrain shall be fitted in accordance with directive 78/932/EEC.

1.2.5.13.4. All persons and items e.g. medical devices, equipment and objects normally carried on the road ambulance shall be restrained, installed or stowed to prevent them becoming a projectile when subjected to accelerations/decelerations of 10 g in the forward, rearward, left, right and vertical directions. When subjected to these accelerations / decelerations, the

distance traveled by a person or item shall not endanger the safety of persons on the road ambulance.

1.2.5.13.5. After being subjected to these accelerations / decelerations:

i) No items shall have sharp edges or endanger the safety of persons in the road ambulance.

ii) The maximum distance the stretcher and any item attached to either the holding assembly or stretcher may travel shall be no more than 150 mm. The displacement of the patient during the test may exceed 150mm.

iii) It shall be possible to release all persons in the road ambulance without the use of equipment not carried on the road ambulance.

iv) All tested lockers, rails and non dedicated storage locations or storage devices shall be labelled to show the total maximum permissible weight allowed

## 1.2.6. Mechanical specifications

### 1.2.6.1.Engine

1.2.6.1.1. Four stroke, turbo direct injection diesel engine conforming to Euro 4 emissions standards.

1.2.6.1.2. Fitted engine immobilizer. All engine immobilizers shall have an emergency override facility should the engine immobilizer malfunction during an emergency.

1.2.6.1.3. Shall be fitted with 5 speeds with reverse automatic gearbox

1.2.6.1.4. Engine air intake shall be modified so that it is at least one (1) meter above ground level. This is to avoid the aspiration of rain water during winter.

1.2.6.1.5. Engine shall have a standby pre-heater system that allows engine to remain 'warm' on standby when powered by an external electrical supply.

### 1.2.6.2.Wheel arch clearance and suspension mechanism.

1.2.6.2.1. Vehicle converters shall maintain the minimum wheel arch clearance specified by the chassis manufacturer.

1.2.6.2.2. Shall be fitted with all round independent suspension and with dampers on all wheels.

### 1.2.6.3.Performance

#### Acceleration

1.2.6.3.1. A road ambulance loaded to permissible gross vehicle mass shall be able to accelerate from 0 km / h to 80 km / h within 35 s.

#### Braking

1.2.6.3.2. An original equipment manufacturer's anti-lock braking system shall be fitted.

#### Safety Systems

1.2.6.3.3. The vehicle shall be fitted with a control system for stabilisation and a passive safety system.

#### NOTE

Examples of a control system for stabilization are an electronic brake distribution system and traction control.

Examples of a passive safety system could be an air bag, a collapsible steering column and an energy absorbing body structure.

### Steering Systems

1.2.6.3.4. Original manufacturer's power steering mechanism shall be included.

## 1.3. Electrical specifications

### 1.3.1. General requirements

1.3.1.1. Electrical installations shall comply with those clauses of IEC 60364-7-708 which are applicable to ambulances.

NOTE: The reference to IEC 60364-7-708 does not apply to the original electrical equipment, which is already covered by the type approval of the base vehicle.

1.3.1.2. Any additional electrical systems fitted to the base vehicle shall be separate from the base vehicle electrical system and the body or chassis shall not be used as an earth return for additional circuits.

1.3.1.3. All circuits in the additional system(s) shall have separate overload protection. Overload protection may consist of either fuses or so-called Electronic Management Control Systems. All circuits shall be well defined and cables clearly marked at the connection points and at a maximum of 1m intervals along its length.

1.3.1.4. The system shall have enough circuits and be so constructed that when/if a circuit fails all illumination or medical technical equipment can be switched to an alternative power source.

1.3.1.5. The wiring and, where applicable conduits, shall withstand vibrations. No wiring shall be located in or pass through conduit intended for medical gas installation. The wiring shall not be loaded higher than that stated by the wire manufacture.

1.3.1.6. Where there are different voltage systems, the connections shall be non-interchangeable.

### 1.3.2. Electromagnetic compatibility.

1.3.2.1. To minimize any risk to the safe operation of the complete ambulance and any of the equipment operated on or in the vehicle from the effects of electromagnetic influences created by the vehicle or its equipment, each item shall comply with the appropriate EMC regulation(s). The complete operational vehicle shall consist of components, equipment or sub systems that are certified as conforming to the respective industry EMC regulations.

1.3.2.2. Additionally for the supply system of the medical equipment the EN 60601-1 and EN 60601-2 series shall apply.

1.3.2.3. The vehicle's electric/electronic system, components, sub systems and all permanently fixed equipments shall be e-marked in accordance with directive 72/245/EEC modified.

NOTE It is recommended that the electrical medical equipment can withstand the exposure of radiated RF field strength of 20 V/m, measured according to IEC 60601-1-2, be considered as the minimum acceptable limit.

1.3.2.4. Battery and alternator characteristics.

- 1.3.2.5. Batteries shall be positioned to allow maintenance without removing the battery from its securing device. The construction of the battery and all connections to it shall be such as to prevent any possibility of an inadvertent short circuit.
- 1.3.2.6. A digital voltmeter and ammeter shall be fitted inside the driver's cabin so that the level of charge of both batteries can be continuously assessed.
- 1.3.2.7. For these ambulances the electrical system shall have two separate batteries i.e. to run engine management and patient's compartment separately.
- 1.3.2.8. All batteries shall have an easily reachable, clearly identifiable master cut off switch.
- 1.3.2.9. The characteristics of the alternator and batteries shall comply with Table 6.

**Table 6: Battery and alternator minimum specifications.**

|                                   |                                                     |
|-----------------------------------|-----------------------------------------------------|
| Starter battery                   | 100Ah (12V)                                         |
| Additional batteries <sup>1</sup> | 100Ah (12V)                                         |
| Alternator                        | Output power to match expected highest current load |

<sup>1</sup>Additional batteries shall have high cyclic stability (e.g. gel batteries) and of a sealed type.

NOTE: When the engine is idling electrical stability should be maintained between electrical load and alternator output. In order to achieve this it may be necessary to fit an electrical load prioritisation device to the vehicle.

1.3.2.10. Ambulance charging points – input / output

1.3.2.10.1. There shall be a 15m “pull and lock” retractable, externally mounted, 3-pin IP44 16A male power connector to enable external power to be provided for the following operations:

- 1.3.2.10.1.1. Charging batteries
- 1.3.2.10.1.2. Operating and charging medical devices
- 1.3.2.10.1.3. Operating an engine pre-heater
- 1.3.2.10.1.4. Operating patient compartment cooling/heating device when the ignition of the ambulance is “OFF” aboard the Malta/Gozo ferry

*NOTE: Ferry supply is 220V (60Hz) (16A max Load). Gozo General Hospital Supply is 240V (50Hz).*

*The cable shall be manufacture and reinforced such that during use:*

- *No damage is caused to the cable.*
- *Relevant health and safety standards are observed.*

1.3.2.10.2. The connector for 220 / 240 V (50Hz / 60Hz), shall be a male three pin industrial socket and not interfere with the electrical and mechanical safety.

1.3.2.10.3. The connector shall be such to allow safe, quick and easy manual disconnection of the lead. An audible and visual signal shall also inform the driver that the ambulance is still attached to a 240V supply. An additional safety device will not allow the engine to start when the lead is still fitted (even if lead is not energised).

1.3.2.10.4. The charging point shall be situated on the driver's side at a distance of not more than 25cm from the rear edge of the driver's door.

1.3.2.10.5. The 220/240 V circuit shall be protected either by an "earth leakage device" with a maximum setting of 30 mA or by a separate transformer. If the protection is given only by an "earth leakage device" there shall be a label near the plug that reads as follows: "CAUTION! CONNECT ONLY TO AN AUTHORIZED SOCKET."

1.3.2.10.6. There shall be at least six (6) 12V outlet sockets within the patient's compartment in close proximity to the medical equipment holding area on the driver's side of the ambulance. An additional two (2) 12V outlet sockets shall be included on the passenger's side of the patient's compartment.

1.3.2.10.7. At least one of these sockets shall allow for the use of a 600W (continuous load) DC-AC 12V -240V (50Hz) inverter.

## 1.4. Warning Systems Specifications

### 1.4.1. Audible warning systems.

- 1.4.1.1. Shall be fitted with a 100W – 200W electronic siren. Loud speaker mounted on roof top shall be incorporated in light bar.
- 1.4.1.2. Shall have 'Wail' and 'Yelp' modes, sequentially selectable through vehicles horn button.
- 1.4.1.3. Shall have a Public Address system. Microphone and PA controls shall be fitted between driver and front seat passenger.

### 1.4.2. Visual warning systems.

#### 1.4.2.1. Lightbar

- 1.4.2.1.1. Fitted to front end of roof and at least one meter long.
- 1.4.2.1.2. Shall meet / exceed all CE /NFPA requirements.
- 1.4.2.1.3. LED technology type (Super bright and wide angle) offering 360 degrees warning coverage.
- 1.4.2.1.4. Inbuilt microprocessor technology.
- 1.4.2.1.5. Polycarbonate, colour stable lens cover with superior optical qualities and have a durable corrosion resistant base. Lens cover shall be as follows:
  - 1.4.2.1.5.1. Equal alternating blue and white segments with blue segments occupying the outermost segment in each half of the bar
  - 1.4.2.1.5.2. The light intensity of the light bar shall be made to dim automatically when the vehicle's headlights are switched on
  - 1.4.2.1.5.3. The flashing pattern shall be user selectable and the pattern shall change to a second pre-selected pattern when the handbrake is applied.
- 1.4.2.1.6. In addition the lightbar shall be:
  - 1.4.2.1.6.1. Bilateral high intensity halogen alley lights.
  - 1.4.2.1.6.2. Multiple flash patterns, user selectable
  - 1.4.2.1.6.3. Low profile aerodynamic shape.
  - 1.4.2.1.6.4. Permanent fitting to ambulance.
  - 1.4.2.1.6.5. Controlled through illuminated main control unit in driver's compartment.
  - 1.4.2.1.6.6. Guaranteed for at least 100,000 hours (5 years) of operation.

#### 1.4.2.2. Beacons

- 1.4.2.2.1.1.1. One on each rear corners
- 1.4.2.2.1.1.2. LED technology. (Super bright and wide angle) offering 360 degrees warning coverage
- 1.4.2.2.1.1.3. Shall meet / exceed all CE /NFPA requirements.
- 1.4.2.2.1.1.4. Inbuilt microprocessor technology.
- 1.4.2.2.1.1.5. LED blue colour output.
- 1.4.2.2.1.1.6. Polycarbonate, colour stable lens cover, durable corrosion resistant base. Lens cover shall be blue and shall have superior optical qualities
- 1.4.2.2.1.1.7. Multiple flash patterns (including simulated rotating patterns), user selectable.
- 1.4.2.2.1.1.8. Beacons shall have flashing synchronisation facilities.
- 1.4.2.2.1.1.9. Low profile aerodynamic shape.

- 1.4.2.2.1.1.10. Permanent fitting to ambulance.
- 1.4.2.2.1.1.11. Controlled through main control unit in driver's compartment through illuminated light bar control
- 1.4.2.2.1.1.12. Guaranteed for at least 100,000 hours (5 years) of operation.

#### 1.4.2.3. Front end flashers

- 1.4.2.3.1. Fitted to front end with forward projection.
- 1.4.2.3.2. Be fitted at a height off ground which allows these lights to be seen through the rear view mirror of an average car when the ambulance is at a close distance from the vehicle in front.
- 1.4.2.3.3. Flash mounted (shall not project outside body work)
- 1.4.2.3.4. LED technology (Super bright, wide angle)
- 1.4.2.3.5. LED blue in colour. Lens blue in colour with superior optical qualities.
- 1.4.2.3.6. Shall meet / exceed all CE /NFPA requirements.
- 1.4.2.3.7. Inbuilt microprocessor technology.
- 1.4.2.3.8. Multiple flash patterns, user selectable.
- 1.4.2.3.9. Flashers shall have flashing synchronisation facilities.
- 1.4.2.3.10. Permanent fitting to ambulance.
- 1.4.2.3.11. Controlled through main control unit in driver's compartment through illuminated light bar control.
- 1.4.2.3.12. Guaranteed for at least 100,000 hours (5 year) of operation

#### 1.4.2.4. Rear end flashers

- 1.4.2.4.1. Fitted to rear end with rear projection.
- 1.4.2.4.2. Be fitted above tailgate.
- 1.4.2.4.3. Flash mounted (shall not project outside body work)
- 1.4.2.4.4. LED technology (Super bright, wide angle)
- 1.4.2.4.5. Amber in colour. Lens amber in colour with superior optical qualities
- 1.4.2.4.6. Shall meet / exceed all CE /NFPA requirements.
- 1.4.2.4.7. Inbuilt microprocessor technology.
- 1.4.2.4.8. Alternating flashing patterns
- 1.4.2.4.9. Flashers shall have flashing synchronisation facilities.
- 1.4.2.4.10. Permanent fitting to ambulance.
- 1.4.2.4.11. Automatically switches on when tailgate/rear doors is/are opened.
- 1.4.2.4.12. Guaranteed for at least 100,000 hours (5 year) of operation

#### 1.4.2.5. Radio system

- 1.4.2.5.1. The ambulance shall be equipped with a radio system which is compatible with the radio system in use at Mater Dei Hospital, Malta.
- 1.4.2.5.2. The main radio system shall be housed in the dashboard.
- 1.4.2.5.3. It shall have an illuminated digital panel and information screen
- 1.4.2.5.4. The radio shall have a power output of at least 10W and shall operate on UHF frequencies.
- 1.4.2.5.5. The radio speaker shall be housed within the driver's cab. Additional headphone jacks shall be situated in front passenger's and patient's cabin to allow for the use of radio via headphones in noisy environments.
- 1.4.2.5.6. Radio controls shall be within reach of the front seat passengers.
- 1.4.2.5.7. The handheld PTT microphone shall:
  - 1.4.2.5.7.1. Shall have a retractable cable
  - 1.4.2.5.7.2. Be either long enough to extend into the patient's compartment. or preferably a second PTT microphone shall be made available within the patient's compartment



- 1.4.2.5.7.3. An additional PTT shall be made available in the patient's compartment. This PTT shall be housed near airway seat.
- 1.4.2.5.7.4. Has an alphanumeric keypad through which all communication and major functions can be accessed.
- 1.4.2.5.8. Radio shall have the following technical features:
  - 1.4.2.5.8.1. Frequency range 407 – 420MHz
  - 1.4.2.5.8.2. Channel separation 12.5 kHz
  - 1.4.2.5.8.3. RF power > 10 Watts
  - 1.4.2.5.8.4. Selective and group calling
  - 1.4.2.5.8.5. Transmit time out
  - 1.4.2.5.8.6. CTCSS
  - 1.4.2.5.8.7. Busy tone (pip-tone)
  - 1.4.2.5.8.8. Shall be programmable via a lead.
  - 1.4.2.5.8.9. Function to allow radio to use vehicle horn to notify staff of incoming call once staff is out of the vehicle, even if vehicle is switched off.
- 1.4.2.5.9. External omni directional high gain flexible antenna shall be provided.
- 1.4.2.5.10. The radio system shall allow for the addition of extra features such as mobile data terminals and telemetry transmission.
- 1.4.2.5.11. The ambulance shall also allow the radio system to be changed to alternative modes of radio transmission e.g. Terrestrial trunked radio systems or equivalent if the need arises in the future.
- 1.4.2.5.12. The following shall be supplied:
  - 1.4.2.5.12.1. UHF transceiver
  - 1.4.2.5.12.2. Microphone retractable
  - 1.4.2.5.12.3. Antenna installed on top of ambulance
  - 1.4.2.5.12.4. Software (CD)
  - 1.4.2.5.12.5. Programming lead
  - 1.4.2.5.12.6. Service manual
  - 1.4.2.5.12.7. User manual
  - 1.4.2.5.12.8. Radio installed in dash board

## 1.5. Additional requirements

- 1.5.1. A portable rechargeable torch (LED powered, intrinsically safe)
- 1.5.2. A tool kit consisting of; lifting jack, one set of spanners and pliers, a wheel brace, a hub cup removal tool and a tommy bar.
- 1.5.3. A locking fuel cap
- 1.5.4. One spare wheel complete with tyre.
- 1.5.5. Workshop manual complete with electrical circuit diagrams and other services.
- 1.5.6. Spare parts book
- 1.5.7. A complete list of spare parts with their respective part number.
- 1.5.8. A system of shelves, lockers and drawers that allow for the safe storage of portable equipment, which shall include but shall not be limited to the following:
  - 1.5.8.1. Monitor defibrillator units, as per models already being used at the A & E Department at GGH. All tenderers shall be required to visit GGH to assess which Monitor Defibrillator models are currently being used at GGH
  - 1.5.8.2. Ventilator units, as per models already being used at GGH. All tenderers shall be required to visit GGH to assess which Monitor Defibrillator models are currently being used at GGH.
  - 1.5.8.3. AED Defibrillator Units, as per models already being used at the A & E Department at GGH. All tenderers shall be required to visit GGH to assess which Monitor Defibrillator models are currently being used at GGH
  - 1.5.8.4. A Transportable Multi Parameter Vital Signs Monitor as are being proposed in this tender and which are being offered by the respective tenderer

1.5.8.5. Defibrillator units as are being proposed in this tender and which are being offered by the respective tenderer

1.5.9. The shelves shall be designed to allow the attendant (at the stretcher head end) to make use of the above equipment. These shelving areas shall take into account and have all necessary attachments for the full functionality and recharging of the above mentioned equipment. The shelves shall also be designed to accommodate the following components/equipment:

- 1.5.9.1. Immobilization Set for Fractures (to be provided by GGH)
- 1.5.9.2. Pelvic Sling Belt (to be provided by GGH)
- 1.5.9.3. Cervical Upper Spinal Immobilisation Device (to be provided by GGH)
- 1.5.9.4. Basic Resuscitation and Airway Pack (to be provided by GGH)
- 1.5.9.5. Stethoscope (to be provided by GGH)
- 1.5.9.6. Circulation Pack (to be provided by GGH)
- 1.5.9.7. Pressure Infusion device (to be provided by GGH)
- 1.5.9.8. Advanced Resuscitation and Airway Pack (to be provided by GGH)
- 1.5.9.9. Thorax Drainage Kit (to be provided by GGH)
- 1.5.9.10. Pericardial Puncture Kit (to be provided by GGH)
- 1.5.9.11. Kidney Bowl (to be provided by GGH)
- 1.5.9.12. Bed Pan (to be provided by GGH)
- 1.5.9.13. Urine Bottle (to be provided by GGH)
- 1.5.9.14. Sharp Container (to be provided by GGH)
- 1.5.9.15. Emergency Delivery Kit (to be provided by GGH)
- 1.5.9.16. Volumetric Infusion Pump (to be provided by GGH)

TENDER PREVIEW

## 2. Medical Specifications

### 2.1. Items for the ambulance

| ITEM                                        | QUANTITY/<br>AMBULANCE | STANDARD | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------|------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Main Stretcher/<br>Under carriage           | One                    | EN 1865  | <p>Under carriage shall allow for the possibility of locking the stretcher in two positions; one position at the right hand side and another in the central position in line with the airway handling seat. Shall allow for handling weights of at least 220kg. Shall allow for the back of the stretcher to be propped up to a full 90 degrees. Lightweight Shall include patient safety restraining systems.</p> |
| Folding stretcher                           | One                    | EN 1865  | <p>Shall allow for the carrying of a second supine patient should the need arise. Shall comprise a folding stretcher anchoring system, which can be folded away when the stretcher is not in use. Shall incorporate a patient safety restraining system. Shall allow for handling of weights of at least 150kg Lightweight</p>                                                                                     |
| Vacuum mattress                             | One                    | EN1865   | <p>Vacuum mattress complete with pump</p>                                                                                                                                                                                                                                                                                                                                                                          |
| Device for<br>conveying a seated<br>patient | One                    | EN1865   | <p>Folding chair for the evacuation of patients from multilevel facilities in emergency situations. Ideally shall enable single person operation. Shall be able to fold to a compact size and stowed safely inside the ambulance when not in use. Shall include an extendible head and foot end lifting handles. Shall incorporate a system to allow easy transport of</p>                                         |

| ITEM                                                                     | QUANTITY/<br>AMBULANCE | STANDARD | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------|------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                          |                        |          | <p>patients down a flight of stairs. This shall be based on a system of caterpillar tracks.</p> <p>Shall include a patient safety restraining system.</p>                                                                                                                                                                                                                                                                                                                                            |
| Carrying sheet                                                           | One                    | EN 1865  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Long spinal board                                                        | One                    | EN 1865  | <p>System to include restraining spider types strap system and head immobilization.</p> <p>Shall be as light weight as possible</p> <p>Shall be 100% radiotranslucent.</p> <p>Shall be made from non-absorbent material and easy to clean.</p> <p>Shall be in a high visibility color.</p> <p>Shall allow for both adult and paediatric immobilization on the board.</p> <p>Shall allow for the use of all types of head immobilisation devices.</p> <p>Shall allow for a maximum load of 225kg.</p> |
| Extrication device for rescue of a seated patient from a confined space. | One                    |          | <p>X-ray radio translucent.</p> <p>Easy to clean and manufactured from non-absorbent material.</p> <p>Allows for a maximum load in excess of 180kg.</p> <p>Shall include colour coded trunk and groin strapping system.</p>                                                                                                                                                                                                                                                                          |
| Scoop stretcher                                                          | One                    |          | <p>Fully adjustable two piece stretcher.</p> <p>Easy to reach and use locking mechanism with twin safety lock.</p>                                                                                                                                                                                                                                                                                                                                                                                   |

| ITEM                                          | QUANTITY/<br>AMBULANCE     | STANDARD | DESCRIPTION                                                                                                                                                                                                                                                                             |
|-----------------------------------------------|----------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               |                            |          | Narrow foot end frame for handling in confined spaces. 100% X-ray translucent. Allows different length options. Easy to clean and non-absorbent to body fluids. Maximum load in excess of 150kg.                                                                                        |
| Traction device                               | One                        |          | Kendrich type to allow storage in least possible space.                                                                                                                                                                                                                                 |
| Immobilization set for fractures              | One                        |          | Shall be box splint type<br>Shall include immobilization of upper and lower limbs.<br>Shall be made from non-absorbent material and easy to clean.<br>Shall be radio translucent.                                                                                                       |
| Pelvic sling belt                             | One                        |          | Sling to stabilise unstable pelvic fractures.<br>100%X-ray translucent                                                                                                                                                                                                                  |
| Cervical upper spinal immobilization devices. | Two adult + two paediatric |          | Shall be fully adjustable.<br>Shall be durable.<br>Shall be one piece construction.<br>Shall have an anterior tracheal opening.<br>Shall be X-ray translucent.<br>Shall be easy to clean.<br>Latex free<br>Separate adjustable collars shall allow adult and paediatric immobilization. |
| Stationary oxygen supply                      | One                        | En 737-1 | Minimum 2000 Litres(under normal temperature and pressure) flow meter, flow gauge with maximum capacity of at least 15LPM and regulating valve.<br>Size F Cylinder in accordance to BS 1319:1976<br>Dimensions 930mm by 140mm<br>Quick Connection to EN737-1 – Pin Index Type           |

| ITEM                                                              | QUANTITY/<br>AMBULANCE | STANDARD       | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------|------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                   |                        |                | <p>BS1319<br/>           Shall comply with current MDH Biomedical Malta Division Standards<br/>           Oxygen delivery point in ambulance shall include at least one BS Attachment for portable Ventilator Use.<br/>           The Cylinder shall be colour coded to BS 1319:1976 (black Bottom, White Top)<br/>           Neatly and safely stacked in driver's cab. Easy to remove and change.<br/>           Pressure gauge inside patient's compartment</p> |
| Portable oxygen supply                                            | One                    | En 737-1       | <p>Minimum 400ltrs (under normal temperature and pressure)<br/>           Oxygen shall include simultaneous Bs connection (for ventilator attachment) and multi flow click control ( for delivery of oxygen therapy via mask from 0-15l/min.<br/>           Where applicable shall have standards that comply to that of stationary oxygen supply.</p>                                                                                                             |
| Stationary non-suction manual device <sup>1</sup><br>(vide infra) | One                    | EN ISO 10079-1 | <p>Minimum negative pressure of -500mmHg with a minimum capacity of 1 litre.</p>                                                                                                                                                                                                                                                                                                                                                                                   |
| Portable suction device <sup>1</sup>                              | One                    |                | <p>Battery operated suction unit<br/>           Variable suction power<br/>           Rechargeable through ambulance 12volt power supply.<br/>           Minimum 1 litre capacity with ability to take disposable collecting jar liners.<br/>           Lightweight,</p>                                                                                                                                                                                           |
| Manual blood pressure measuring device                            | One                    |                | <p>Wall mounted<br/>           Aneroid type<br/>           Incorporates cuffs for different sizes and ages.</p>                                                                                                                                                                                                                                                                                                                                                    |
| Multi Parameter                                                   | One                    |                | Vide Specs below for Multi                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| ITEM                                                                   | QUANTITY/<br>AMBULANCE | STANDARD   | DESCRIPTION                                                                                   |
|------------------------------------------------------------------------|------------------------|------------|-----------------------------------------------------------------------------------------------|
| Monitor<br>Transportable <sup>3</sup>                                  |                        |            | Parameter Monitor                                                                             |
| Thermometer                                                            | One                    | EN 12470-1 | Digital<br>Portable<br>Reading range from 28 – 42<br>degrees Celcius                          |
| Diagnostic light                                                       | One                    |            |                                                                                               |
| Lockable drug<br>cupboard                                              | One                    |            | Shall allow for drugs to be<br>stored at a temperature of<br>less than 25 degrees<br>Celcius. |
| Infusion mounting                                                      | Two                    |            |                                                                                               |
| Automatic external<br>defibrillator <sup>2</sup>                       | One                    |            |                                                                                               |
| Re implantation<br>container                                           | One                    |            | Temperature range from 2 –<br>6 degrees Celcius.                                              |
| Light rescue tool set                                                  | One                    |            | Including seat belt cutter<br>and heavy duty window<br>punch                                  |
| Warning triangle<br>lights                                             | Two                    |            |                                                                                               |
| Spot light                                                             | One                    |            | Magnetic base<br>12 volt battery operated<br>Cord long enough to go<br>around ambulance.      |
| Torch light                                                            | One                    |            | LED operated<br>Rechargeable via<br>ambulance 12 volt system.<br>Water / Explosion proof      |
| Internal<br>communication<br>between driver and<br>patient compartment | One                    |            | Intercom supplied also with<br>a cuffed head –phone /<br>microphone                           |

NOTES:

<sup>1</sup> See section 2.2 below

<sup>2</sup> See section 2.3 below

<sup>3</sup> See section 2.4 below

## **2.2. Battery Operated Suction Pump:**

Shall have the following specifications:

- 2.2.1. The electric high suction pump is required to collect and extract blood and waste products from human cavities. It can also be used to evacuate smoke from the same cavity produced due to electrosurgical applications. The unit is to be portable and must incorporate a battery unit to function the unit without mains supply. The battery unit must be rechargeable via a power line adaptor of the ambulance, and/or via mains supply. Additionally an extra 12V recharging system shall be made available.
- 2.2.2. The vacuum suction pump is required to incorporate one 1-Litre capacity jar (for portable) and 1 litre collecting jar/s (for stationary) for collection of blood and waste products from the body cavity.
- 2.2.3. The jars are to incorporate safety shut off float valve assemblies required to avoid overflowing of the jars.
- 2.2.4. As the first jar is filled, the suction pump is to be automatically switched off. The pump may be re-activated only if the system is diverted to start filling up the second jar by pressing a manual change over switch or by emptying the jar from all the products collected in it. The change over switch may be manual or automatic
- 2.2.5. The lid and the jar are to be sealed together by making use of dedicated O Rings. The thread type lid seal would not be considered accepted for the purpose of this tender.
- 2.2.6. The suction unit is to incorporate a control panel with the following features:
  - 2.2.6.1. A gauge capable of minimum reading pressure between 0 and -500mmHg
  - 2.2.6.2. An illuminated mains ON/OFF switch, which is to be easily accessible to the operator
  - 2.2.6.3. A varying pressure control knob required to increase or decrease the suction pressure accordingly. This knob is to have a clear indication on the direction of increasing or decreasing this flow.
  - 2.2.6.4. The suction unit is to be capable of reaching suction limits of not less than -500mmHg.
  - 2.2.6.5. The suction pump is to be protected from contamination by making use of the overflow shut off valves of the jars and by incorporating a bacterial filter between the pump and the jars.
  - 2.2.6.6. The suction pump is to be a portable type and must thus be as light as possible. The pump must incorporate a battery pack that would be capable of supplying the pump for a minimum period of thirty minutes at full suction of -500mmHg.
  - 2.2.6.7. The unit is to have a handle from where the suction pump may be carried.
  - 2.2.6.8. The suction jars are to be the type that may cater for sealed suction liners.

## **2.3. Automatic external defibrillator**

- 2.3.1. Automated External Defibrillator (AED) is design to be used by Emergency Ambulance Services Personnel in sudden cardiac arrest (SCA). They are intended for use on victims, who are unresponsive, pulse less and not breathing. The Shock Advisory System of the (AED) guides the Emergency Ambulance Services Personnel with voice and visual prompts through each step and simple 1-2-3 operation for rapid, effective, therapeutic and diagnostic conditions.
- 2.3.2. The defibrillator shall be robust, compact, lightweight, and user friendly with a comfortable carrying case which allows for the storage of AED related emergency ancillary equipment.
- 2.3.3. The AED shall be Semi-Automatic and Manual operation
- 2.3.4. The defibrillator shall incorporate an ECG monitor, which must be operated through the defibrillator pads or via ECG electrodes (a three-way patient cable).
- 2.3.5. The monitor shall be electroluminescent display or equivalent, which offers a clear wide viewing angle of display screen. Set-up settings must be clearly displayed on the monitor in English language.



- 2.3.6. The defibrillator shall be of a Biphasic type. The selected energy levels shall be user configurable sequence from, 200 Joules for adults and from 50 joules for paediatric patients. By altering the adult/paediatric pads, the AED automatically set the energy output level for the respective mode.
- 2.3.7. The defibrillator shall incorporate a safety facility, such that if the shock is not delivered within 30 seconds, the stored energy shall automatically be discharged internally.
- 2.3.8. Shock Advisory System is an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable cardiac rhythm. The Shock Advisory System shall guide the user with comprehensive voice prompts and displays written instructions throughout the rescue process.
- 2.3.9. The AED shall incorporate an automatic synchronization facility to allow triggering on the “R” segment of the patient’s ECG waveform if the Shock Advisory System decides for a synchronized shock. The delay from the “R” wave to the actual defibrillation should not exceed 30 milli-seconds.
- 2.3.10. The defibrillator internal batteries shall be nonrechargeable and maintenance free type
- 2.3.11. The equipment shall incorporate an automatic self-testing facility, which tests software.
- 2.3.12. The equipment shall have internal memory ability for event documentation of at least 30 minute ECG with event annotation. The data shall be reviewed and can then be erased.
- 2.3.13. Analyzed with friendly software through standard communication link with PC using Windows version.
- 2.3.14. The defibrillator must be supplied with both adult and paediatric pads.
- 2.3.15. The pads shall be disposable, pre-gelled, self-adhesive, non-polarized and interchangeable with a shelf life of 24 months minimum.
- 2.3.16. The paediatric pads shall provide reduced energy to nominal 50 joules and are intended for use only on children from 1 to 8 years old, or up to 25kg.
- 2.3.17. The AED shall be capable to distinguish between motion artefacts and cardiac electrical activity. The AED shall safeguard against motion artefacts that can masquerade as a life threatening rhythm, ensuring that the Shock Advisory System is safe, both in adult and paediatric patients.
- 2.3.18. The AED shall have software that allows settings to be adjusted by authorized personnel and to allow for any changes requires as might arise from any updates in resuscitation protocols.

#### General Conditions.

##### The Equipment Shall;

- i. Conform to EN60601-1-1 and EN60601-2-4 safety requirements.
- ii Splash proof IEC 60529 IPX4
- iii Drop proof IEC 60068-2-32
- iv Vibration proof IEC 60068-2-64

The equipment and all ancillary components are to hold a <CE> safety standard Mark. No device, equipment or otherwise will be accepted if the delivered items do not hold a clear <CE> mark appropriately embossed.

- 2.3.19. Tenderers are to state the guarantee period of the equipment (minimum two-year).
- 2.3.20. The equipment is to be delivered with operator’s and service manuals.
- 2.3.21. Tenderers are to state the model’s year of introduction and the manufacturer’s projected date when production of the models being offered will cease.
- 2.3.22. The successful tenderer shall undertake to guarantee the availability of spare parts for a period of seven years following delivery of the equipment.
- 2.3.23. Tenderers are to include a list of hospitals already making use of the models being offered.
- 2.3.24. The successful tenderer shall supply all the necessary accessories to make the equipment fully functional.

- 2.3.25. Tenderer shall provide training by the manufacturing firm for AED users (Nursing Personnel) in proper, effective and safe operation on paediatric and adult, with the aid of a demo.
- 2.3.26. Tenderers are to state categorically where the specifications of the equipment differ from the above.

## 2.4. Specification for the transportable multi-parameter monitor

### 2.4.1. Functional Specifications

2.4.1.1. The monitor is required to acquire various vital sign parameters of a patient and display them clearly on a screen for the perusal of medical staff on the field. All components described in detail below shall be suitable for neonatal patients, paediatric patients and adult patients. This monitor shall be desk mounted and shall be portable and transportable, which shall imply that the monitor shall function off a high autonomy battery unit.

### 2.4.2. Technical Specifications

2.4.2.1. The following waveforms/parameters shall be clearly displayed on the Bedside Monitor's Screen:

- |                                           |                      |
|-------------------------------------------|----------------------|
| 2.4.2.1.1. Electrocardiograph/Respiration | (ECG)                |
| 2.4.2.1.2. Non Invasive Blood Pressure    | (NIBP)               |
| 2.4.2.1.3. Pulse Oximetry                 | (SaO <sub>2</sub> )  |
| 2.4.2.1.4. Cardiac Output/Temperature     | (CO/T)               |
| 2.4.2.1.5. End Tidal CO <sub>2</sub>      | (etCO <sub>2</sub> ) |

2.4.2.2. All above parameters shall be interpreted accordingly and displayed on a colour monitor. The monitor may function on either CRT or LCD (Flat Screen) principals. The monitor shall be capable of displaying a minimum of four parameter waveforms at any one time and at least five parameter readings. The monitor may make use of touch screen principals or trimmer thumbnail knob to adjust and control the monitor to the requisites of the Anaesthetists, cardiologists and the surgeon.

2.4.2.3. All parameters shall be accessed and attained through means of individual controls, that are inter-linked to each other. In this respect, ECG, SaO<sub>2</sub>, NIBP, IBP, CO, T and etCO<sub>2</sub> will be represented by these individual controls. All parameters do not have to be attained through individual modules but shall to be integrated as one unit with the monitor.

2.4.2.4. The following parameters shall be displayed:

- |                                                                                             |
|---------------------------------------------------------------------------------------------|
| 2.4.2.4.1. ECG Waveform                                                                     |
| 2.4.2.4.2. SaO <sub>2</sub> plethysmographs                                                 |
| 2.4.2.4.3. End tidal CO <sub>2</sub> waveforms                                              |
| 2.4.2.4.4. Cardiac output readings in litres per minute                                     |
| 2.4.2.4.5. Respiration rate values in breath per minute                                     |
| 2.4.2.4.6. ST values of ECG waveforms                                                       |
| 2.4.2.4.7. Oxygen saturation levels in percentage value level                               |
| 2.4.2.4.8. Non-invasive blood pressure readings in millimeters of mercury                   |
| 2.4.2.4.9. Temperature values in Celsius and/or Fahrenheit                                  |
| 2.4.2.4.10. CO <sub>2</sub> levels in mmHg                                                  |
| 2.4.2.4.11. Pressure readings of mean, systolic and diastolic pressures in the case of NIBP |

2.4.2.5. The diagonal dimension of the monitors must not be less than thirty centimeters (38 cm - equivalent to 15 Inches).

- 2.4.2.6. The unit shall incorporate trends for all parameters, which must include respiration rate, SaO<sub>2</sub>, NIBP Systolic, Diastolic and Mean pressures, temperature, Cardiac Output and end tidal CO<sub>2</sub> values. Trends histories of one to two hours or greater shall be available in the monitor.
- 2.4.2.7. All above parameters shall be interpreted through means of individual controls pre configured into the bedside monitor accordingly. The monitors shall be capable of handling all parameters referred above.
- 2.4.2.8. The Monitor shall not be user configurable. This shall imply that parameter set as above may not be changed by the medical users.
- 2.4.2.9. The monitor shall however be flexible to allow the Anaesthetists and Surgeons to configure the colour codes of each parameter displayed on the screen.. The system must also allow user friendly manipulation of data and waveforms and of controlling and changing alarm limits accordingly.

### 2.4.3. The Electrocardiograph component (ECG)

- 2.4.3.1. The ECG component shall receive all signals through means of a three and five lead patient cable. In the case of these two cables, the leads of the cables shall be identified as shown in TABLE: 1 below. Both cables shall be included in quotation as stipulated in Bills of Quantity shown in Section 2.0.
  - 2.4.3.1.1. Three LEAD ECG Cable
    - 2.4.3.1.1.1. RA Right Arm Colour Coded Red
    - 2.4.3.1.1.2. LA Left Arm Colour Coded Yellow
    - 2.4.3.1.1.3. LL Left Leg Colour Coded Black
  - 2.4.3.1.2. Five LEAD ECG Cable
    - 2.4.3.1.2.1. RA Right Arm Colour Coded Red
    - 2.4.3.1.2.2. LA Left Arm Colour Coded Yellow
    - 2.4.3.1.2.3. LL Left Leg Colour Coded Black
    - 2.4.3.1.2.4. RL Right Leg Colour Coded Green
    - 2.4.3.1.2.5. C1 Chest Lead Colour Coded White
- 2.4.3.2. The ECG amplifier shall be able to read respiration heart rates varying between 25 and 250 beats per minute (BPM). In this respect, the amplifier shall interpret the heart beat by calculating the time interval between the 'R' to 'R' peaks. Other ranges below 25 and above 250 BPM would all be considered acceptable for the purpose of this tender.
- 2.4.3.3. The differential input impedance (with patient cable connected) shall be as large as possible. In all instances this impedance value shall be greater than 2.5 MOhms and shall be clearly valued in the safety test certificate produced, when successful Medical Equipment Supplier commissions the unit on site.
- 2.4.3.4. The frequency response of this amplifier shall vary between 0.05 Hz and 100 Hz or greater at the -3dB point of the amplifier electronic circuitry. However the displayed ECG frequency response shall vary between 0.05Hz and 75 Hz at the -3dB point.
- 2.4.3.5. The amplifier shall have a sensitivity threshold varying between 2.5 and 320 mm/mV.
- 2.4.3.6. The monitor shall receive ST analysis and data acquisition through means of this ECG amplifier. ST waveforms and numeric data shall be displayed on the monitor accordingly.
- 2.4.3.7. The display on the monitor shall be able to manifest at least two ECG channels at any one time on the screen. The channels shall be freely selected accordingly by the medical user. In this respect, in the case of a three-lead configuration, leads I, II and III may be chosen in such a way so as to display any of the two leads simultaneously. In the case of the five-lead format, any two of the following channels shall be picked out and displayed simultaneously. The choice of channels

would be I, II, III, AVR, AVL, AVF or V1. It would understandably be considered favourable if more than two ECG channels are displayed simultaneously.

- 2.4.3.8. The algorithm software controlling the ECG characteristics shall incorporate alarm limits for heart rate and ST values. In the case of the heart rate, the limits must vary between 15 and 250 BPM, and in the case of ST parameters the range must vary between at least 0 and around 1mV.
- 2.4.3.9. The ECG circuit shall be sensitive enough to acquire all ECG waveforms and readings from a patient spectrum ranging from paediatrics to adult.
- 2.4.3.10. The monitor must be capable of displaying ECG sweep speeds at 6.25, 12.5, 25 and 50 mm/sec.

#### 2.4.4. Pulse Oximeter (SaO2):#

- 2.4.4.1. The pulse oximeter module (SaO2) shall make use of the spectrophotometric assessment of reading the saturation of oxygen in the blood. This method shall make use of transmitting fixed wavelengths of Red Light and Infrared light. Depending on the ratio of absorbency between the two wavelengths, a percentage value of saturation of oxygen in the arterial blood shall be determined and displayed on the monitor.
- 2.4.4.2. For the purpose of this tender, it is important that quotations are submitted for all probes mentioned in Bills of Quantity.
- 2.4.4.3. The module shall be protected from any possible electrosurgical transmissions from diathermy units.
- 2.4.4.4. The unit in which this vital sign shall be displayed is in percentage. Comparing the ratio of oxygenated blood with the level of deoxygenated blood attains this parameter value. As explained above, the values of oxygenated and deoxygenated hemoglobin levels shall be attained through means of the absorbency effects of the respective wavelengths through the vascular human tissue.
- 2.4.4.5. The monitor shall display this parameter in percentage ranging between 0 and 100%. However through the pulse oximeter probe, a reading of the heart rate is also to be attained which shall be sensitive to heart rate readings varying between 30 and 230 beats per minutes.
- 2.4.4.6. The SaO2 module shall include an alarm facility, which shall incorporate both visual and audible warnings to alert the medical staff immediately. The alarm limits may be seen in Table: 2 below.

| ALARM TYPE      | ALARM LIMIT RANGE |
|-----------------|-------------------|
| Low SaO2 Level  | 50-100%           |
| High SaO2 Level | 70-100%           |
| Low Pulse Rate  | 40-200BPM         |
| High Pulse Rate | 70-250BPM         |

#### 2.4.5. Cardiac Output (CO):

- 2.4.5.1. This device is required to calculate and measure the heart status of a patient. In this way the cardiac output shall be assessed by measuring the blood flow in litres per minute pumped out of each ventricle.
- 2.4.5.2. This device is required to calculate and measure the heart status of a patient. In this way the cardiac output shall be assessed by measuring the blood flow in litres per minute pumped out of each ventricle.
- 2.4.5.3. The method used to measure cardiac output shall be of the thermal dilution type, whereby blood flow is measured from the heart making use of an indicator dilution technique. The units for Cardiac Output must be in litres per minute. This indicator shall be injected upstream from the heart and then measured on the downstream

side. This shall be done by placing a balloon tipped catheter into the heart and then guided into the pulmonary artery. At the tip of this balloon catheter, a thermistor shall be located to be able to detect the change in temperature once the indicator diluent has been injected into the injection port of the catheter, located at the right atrium of the heart. By measuring the changes in temperature in the blood, the cardiac output in litres per minute shall be measured.

2.4.5.4. It is important that the unit supplied is capable of catering for various catheters of most major manufacturers. Medical Equipment Supplier shall clearly state which manufacturer's catheters may be used in conjunction with the Cardiac Output module being offered.

2.4.5.5. The unit shall be capable of displaying other information apart from the Cardiac Output Flow. The other measurements required would be blood temperature, injectate temperature, cardiac index and stroke volume index.

2.4.5.6. The injectate shall be administered and controlled in steps of 3, 5 and 10-ml volumes. However ranges falling below volumes of 3ml and rising above volumes of 10ml, will all be considered acceptable for the purpose of this tender.

2.4.5.7. It would also be considered acceptable if the Cardiac Output Module may acquire CO readings through non invasive methods. However Medical Equipment Supplier shall submit full technical details on how this system works and functions. Details shall include accessories and other ancillary products that would be required to actually acquire such readings in a non-invasive manner.

#### 2.4.6. End Tidal CO<sub>2</sub> Component:

2.4.6.1. This control shall be capable of reading the partial pressure of expired carbon dioxide from the expired breath of the patient.

2.4.6.2. The circuitry shall make use of the Infra Red absorption principles in reading the partial pressure of CO<sub>2</sub>.

2.4.6.3. The etCO<sub>2</sub> component, in conjunction with the monitor, shall produce a continuous waveform of CO<sub>2</sub> partial pressure. The unit shall be able to read CO<sub>2</sub> pressures ranging between 0 and 75-100mmHg. Ranges falling above 100mmHg will be considered acceptable for the purpose of this tender. Ranges falling below 75mmHg will not be considered acceptable.

2.4.6.4. The principal of operation shall make use of either the side stream or main stream Capnographic principles to measure continuous measurements of CO<sub>2</sub> partial pressures.

2.4.6.5. In the case of the main stream principal, the CO<sub>2</sub> module shall make use of a sensor that shall be placed in the patient circuit of the ventilator unit. It is imperative that Medical Equipment Supplier quotes for this sensor.

2.4.6.6. The system shall incorporate a water vapour bottle trap that shall have a particular volume. The exact volume of this bottle trap is not that crucial for the purpose of this tender.

2.4.6.7. This vital sign monitor and the respiratory unit (referred to below) shall be two separate monitors. In this respect all parameters (vital signs and respiratory) may all be viewed simultaneously on two different monitor units.

#### 2.4.7. Non Invasive Blood Pressure Component (NIBP)

2.4.7.1. This component shall be capable of reading values of mean, systolic and diastolic blood pressures, through external methods, without invasively penetrating the patient.

2.4.7.2. In view of this, the monitor shall display all three values clearly on the screen.

2.4.7.3. NIBP module shall take readings of all patients ranging from neonates to obese adults. Of course it shall be understood that according to the patient size, different cuff sizes shall be used.

2.4.7.4. The blood pressure ranges shall follow as follows:

|                    | <b>Adult/Paediatric<br/>Blood Pressure Range</b> | <b>Neonatal<br/>Blood Pressure Range</b> |
|--------------------|--------------------------------------------------|------------------------------------------|
| Systolic Pressure  | 30 to 300mmHg                                    | 30 to 280mmHg                            |
| Diastolic Pressure | 50 to 280mmHg                                    | 10 to 140mmHg                            |
| Mean Pressure      | 10 to 200mmHg                                    | 10 to 140mmHg                            |

2.4.7.5. The NIBP module shall incorporate a software algorithm whereby the pressure limits given above may be varied accordingly depending on the patient.

2.4.7.6. On the other hand the algorithm shall incorporate a facility in which the system may be programmed to take blood pressure readings regularly over a fixed period of time. The recommended time periods must vary as follows:

2.4.7.7. Manual – meaning it can be started every time user requires a reading of Blood Pressure Automatic at:

- 2.4.7.7.1. 3 minute Interval
- 2.4.7.7.2. 5 minute Interval
- 2.4.7.7.3. 10 minute Interval
- 2.4.7.7.4. 30 minute Interval
- 2.4.7.7.5. 60 minute Interval

2.4.7.8. It shall be stressed that any unit offering a wider time limit flexibility than that recommended will undoubtedly be accepted for the purpose of this tender.

2.4.7.9. The time limit for the system to produce a full blood pressure result of systolic, diastolic and mean values, must not take longer than sixty seconds.

2.4.7.10. The NIBP module shall make use of the oscillometric method of measuring the blood pressure through means of the inflatable cuffs mentioned above.

2.4.7.11. The algorithm software controlling the NIBP characteristics shall incorporate alarm limits for systolic, diastolic and mean pressure limits. Any value falling out of the user pre programmed parameter levels, should cause a visual and an audible alarm to alert the user accordingly.

#### 2.4.8. The Temperature Module

2.4.8.1. This module shall be capable of acquiring readings of patient body reading temperature in Celsius or Fahrenheit units.

2.4.8.2. The temperature range the unit shall be sensitive to, shall range between 15 Degree Celsius and 45 Degree Celsius

2.4.8.3. The unit shall make use of rectal and skin temperature probes to be able to acquire body temperature readings from the patient.

2.4.8.4. As stated above, this module may be offered to double up with the Cardiac output module.

2.4.8.5. The unit shall incorporate two port connections to be able to acquire two temperature readings simultaneously.

#### 2.4.9. Software

2.4.9.1. As stated initially, the monitors are required for the High Dependency Unit and the Operating Theatre. In view of this, it is important to note that the software of these monitors shall incorporate programs written to conform to the above applications in conjunction with the area where they are used.

2.4.9.2. Monitors being procured through this code are required for all Intensive care areas and for Operating Theatres. In view of this, the monitors shall be delivered with Software Programs that are relevant to these areas.

#### 2.4.10. Data Acquisition Protocols and Interfaces

- 2.4.10.1. The multi parameter monitor shall incorporate various serial and parallel data acquisition ports designed to function in various communication bus protocols. These ports are required to communicate and interface with other multi parameter monitors of different manufacturers and to be able to attach to external peripheral devices (eg: printers, PC's, Storage devices, digitizer units, etc).
- 2.4.10.2. Each monitor shall be installed with standard RS-232 (or RS-422) communication serial ports and a 15 pin Dsub female connection on the control microprocessor unit and a Dsub male connector on a cable on the screen unit.
- 2.4.10.3. Further to the above the monitors shall include interfacing ports compatible to the following data communication protocols:
- 2.4.10.4. Health Level 7 – HL7 (suitable for Hospital Information Systems and to receive pathological information).
- 2.4.10.5. Standard Communication Protocols SCP (to be able to communicate with other monitoring equipment having the same function).
- 2.4.10.6. If any offer does not include such protocols but equivalent ones, then the offer will still be considered acceptable.
- 2.4.10.7. The monitor system shall be delivered with Qty 4 BNC Connections for RGB facilities.

#### 2.4.11. Power Requirements

- 2.4.11.1. The Multi Parameter Monitor Unit is to be electrically powered and is to function off a single mains supply of 220-240V/50Hz. The unit is to be insulated in a way to protect all operators and other staff from any possible electric shock. Insulation classification is to be clearly stated by the tenderer
- 2.4.11.2. Besides being powered up via a single mains supply of 220-240V/50Hz, the unit is also required to be powered up via an internal battery pack allowing the unit to function off mains for a total of two hours.

#### 2.4.12. Accessories and consumables

- 2.4.12.1. Each monitor is to be delivered with the following accessories:
  - 2.4.12.1.1. 5-Lead ECG Cable – IEC Colour Coded – Qty 1
  - 2.4.12.1.2. 3-Lead ECG Cable – IEC Colour Coded – Qty 1
  - 2.4.12.1.3. Pulse Oximetry Adult Finger Probe (Re-useable – Qty 1
  - 2.4.12.1.4. Pulse Oximetry Paediatric Ear Probe to work on principle as described above (Re-useable) – Qty 1
  - 2.4.12.1.5. Standard NIBP Air Hose to be compatible with all cuffs described below – Qty 1
  - 2.4.12.1.6. NIBP Extra Large Adult Cuff (31-40cm approx.) – Qty 1
  - 2.4.12.1.7. NIBP Normal Adult Cuff (23-33cm approx.) – Qty 1
  - 2.4.12.1.8. NIBP Small Adult Cuff (17-25cm approx.) – Qty 1
  - 2.4.12.1.9. NIBP Child Cuff (12-19cm approx.) – Qty 1
  - 2.4.12.1.10. NIBP Infant Cuff (8.3-15cm approx.) – Qty 1
  - 2.4.12.1.11. NIBP Thigh Cuff (38-50cm approx.) – Qty 1
  - 2.4.12.1.12. Re-Useable Temperature Skin Probes – Qty 1
  - 2.4.12.1.13. Disposable Oesophageal Temperature Probes – Qty 100
  - 2.4.12.1.14. Disposable Rectal Temperature Probes – Qty 100
  - 2.4.12.1.15. Cardiac Output Connection Cable Adapters for Invasive Principals if applicable – Qty 1
  - 2.4.12.1.16. Disposable Cardiac Output Catheters (mention manufacturer compatibility) for Invasive Principals – Qty 10
  - 2.4.12.1.17. Re-Usable Non Invasive Cardiac Output Cable (if applicable) Qty 1
  - 2.4.12.1.18. CO2 Module for measuring of end tidal CO2 – Qty 1

2.4.12.1.19. CO2 Sensor as described above – Qty 1

2.4.12.1.20. All Standard Accessories are to be included to bring the monitor fully functional.

### 3. Other General Conditions for Tender Enclosed.

3.1. All electrical equipment delivered on site is to undergo an electrical safety test as part of the commissioning exercise. An official certificate bearing all information (e.g. Serial Number of Equipment, Model Number of Equipment, Electrical Classification, etc) is to be produced and handed over to the receiving officer. The following electrical classifications are to be clearly stated in electrical certificates produced:

|                 |          |         |
|-----------------|----------|---------|
| Class I Type B  | Class II | Type B  |
| Class I Type BF | Class II | Type BF |
| Class I Type CF | Class II | Type CF |

The above conditions are valid only for Electrical Equipment. Any device that is purely mechanical does not fall under any of these conditions. All electrical equipment is to comply with IEC-60601-1 and IEC-60601-2 safety standards.

3.2. The letters “GGH” are to be printed in an indelible medium or engraved on the medical equipment in letters large and Bold.

3.3. All components, devices, and all ancillary components relevant in this tender are to hold a <C€> Safety Standard mark accordingly. No device, equipment or otherwise will be accepted if the delivered item/s do not hold a clear <C€> mark appropriately embossed. In view of this condition, the tenderer is to confirm that all devices being tendered herein do in fact incorporate this <C€> mark. Any offer confirming that the equipment does not hold such a safety mark will be immediately refused. Any tenderer failing to forward this information will also be immediately refused

3.4. Failure on the part of the successful contractor to comply with any of these special conditions, shall render the tenderer liable to penalties envisaged in the General Conditions of the Contract.

### 4. Maintenance and Service Agreements: Vehicle

4.1. The Hospital Superintendant or his representative reserves the right to delay a maintenance scheduled program indefinitely. The Government is in no way bound to submit any explanation or reason for the delay. However if an official request is made by the contractor, the reasons for these delays may be given. Under no circumstances shall the contractor be held responsible for the delays, unless the delays are due or related in any way to the contractor.

4.2. The maintenance and service contract shall be free of charge during warranty period and may be extended for a period of up to six (6) years. The tenderer shall submit separate quotations in a lump sum per year and not in rates. Failure to quote correctly as requested in section 16.1 shall result in a rejection of the offer.

4.3. If requested by Director Customer Services, Ministry for Gozo, the service contract shall extend up to six (6) years after the warranty on the ambulances/equipment delivered expires. It is to be emphasized that the warranty on the other hand commences from the date of commissioning and **NOT** from the date of delivery. However it is to be clarified that during the warranty period, the after-sales service and maintenance conditions of the contract are to be implemented by the contractor as stipulated in this contract, at no extra cost to the Government

4.4. The price of the service contracts shall include emergency maintenance visits in addition to the routine visits. In this regard, the emergency visits involve major breakdowns of the



ambulances/equipment not falling within the jurisdiction of the scheduled preventive maintenances visits described above. In such an event, the contractor shall be onsite within a maximum period of time of twenty-four hours, from the time the contractor had been contacted, It is to be stressed that contact may be established either by fax or telephone, e-mail or pager or through any other communication means in use today.

4.4.1. Within the first forty eight hour period form the time the contractor appears on site, the Hospital administration or delegate is to be officially informed by means of a written certificate (produced by the contractor) of the defect and the source of the problem encountered on the unit. Possible solutions are to be given to resolve the problems. Failure to produce this certificate within the stipulated first forty eight hour period shall incur the contractor a €75 (seventy five euro) penalty for every day this certificate is handed over late.

4.5. The prices quoted for the service contracts per anum referred to below should **not** include any spare parts. All costs of spare parts utilized in the servicing/maintenance and repairs are to be invoiced at the process shown on the list of spare parts submitted with this tender as per Form 4 of the instructions to tenderers. All spare parts quoted are to be available for a total of ten years after the expiry of the warranty period.

4.6. Payment shall only be made against an invoice duly endorsed by the Director of Customer Services or her representative.

4.7. Downtime is to be kept at minimum. All repairs in respect of the ambulances must be carried out within seven (7) days from the day of so being informed Penalties will be imposed as per Clause 33 of the special conditions of Contract if the seven day period is exceeded.

4.8. The Government reserves the right to dissolve the above service agreement at any time during the stipulated period of the contract.

4.9. The ambulance maintenances and service agreement shall include the following services, which are to be strictly adhered to:

4.10. The contract shall include all maintenance procedures as instructed by the Manufacturer of the Ambulance.

4.11. Apart from the recommendations of the manufacturer, the maintenance and service agreement shall bind the successful tenderer to carry out the following services.

4.11.1. **Service after 4K miles or 3 months:** The contractor shall be bound to carry out a service procedure after 4000 miles or 3 months, whichever comes first. During this service the successful tenderer is to:

4.11.1.1. Change Engine oil

4.11.1.2. Change the oil Filter

4.11.1.3. Inspect all parts and components

4.11.1.4. Replace any defective part/s as necessary

4.11.1.5. Inspect the exhaust system and replace if necessary, especially if the unit would not last to the next inspection

4.11.1.6. Make use of the semi synthetic oils to 10W40 and CE API or higher specifications.

4.11.2. **Service after 25K miles:**

4.11.2.1. The contractor shall be bound to carry out a service procedure after 25K miles that shall include the procedure described in section 4.11.1 together with the replacement of the shock absorbers.

4.11.3. **Service after 50K miles:**

4.11.3.1. The contractor shall be bound to carry out a service procedure after 50K miles that shall include the procedure described in section 4.11.1 together with the replacement of the following components:

4.11.3.2. Replacement of the shock absorbers

4.11.3.3. Replacement of the wishbone ball joint

4.11.3.4. Replacement of the constant velocity joint bellows

4.11.3.5. Replacement of the constant velocity joint lubricant

4.11.3.6. Replacement of the front and rear suspension consumables

#### 4.11.4. Annual Service:

4.11.4.1. The contractor shall be bound to carry out an annual service procedure and shall undertake the following procedures:

4.11.4.1.1. Changing of the engine cooling fluid with an approved anti-rust/freezing fluid

4.11.4.1.2. Changing of brake fluid with an approved fluid

4.11.4.1.3. Changing of Automatic transmission fluid with an approved fluid

4.11.4.1.4. Changing of power steering fluid with an approved fluid

4.12. Visits that are to be undertaken every three months or after 4K miles are to be scheduled and programmed in conjunction with the Director of Customer Services or her representative. No scheduled visits agreed between the contractor and the Government are to be missed for any reason. Failure to honour a scheduled visit by the contractor shall lead to financial penalties, and in the refusal of payment for that particular scheduled slot.

### 5. Maintenance and Service Agreements: Medical Equipment

- 5.1. Each year the maintenance and service contract is to be quoted separately as requested by the Form 5 in volume 1 section 4. Failure to submit separate quotations for every year will lead to the rejection of the offer. The annual service contract cost is to be based on the four annual visits stipulated in clause 4.5, and shall include any further emergency calls. All emergency calls are to cover seven days a week, 365 days a year, inclusive of public holidays and weekend. In this respect all quotations submitted shall be taken to comply with all the conditions stipulated in this tender
- 5.2. The maintenance and service agreement shall be based on four separate visits per annum by authorized trained technical personnel, either from the mother company or the local representative of the equipment supplied. It is expected that the technical personnel deployed to service the equipment shall be officially certified to undergo maintenance and repairs on the equipment. Government reserves the right to request that this certification be confirmed by official document issued by the mother company.
- 5.3. Visits are to be undertaken and completed every three months, and shall be scheduled and programmed in conjunction with the Garage Division at GGH. No scheduled visits agreed between the contractor and the Garage Division at GGH shall be missed for any reason. Failure to honour a scheduled visit by the contractor shall lead to financial penalties, in the refusal of payment for the scheduled slot.
- 5.4. Prior to any service program being undertaken on the equipment, the contractor shall officially inform the Garage Division at GGH. The Garage Division at GGH or her representative is to be informed at least two weeks prior to scheduled day of maintenance. Only upon official confirmation from the Garage Division at GGH can any scheduled maintenance be affected.
- 5.5. An electrical safety test procedure in the equipment is expected in respect of every service maintenance visit carried out.
- 5.6. Considering that the financial offer in respect of the equipment stipulated a separate quotation for every year, over a period of three years, the Government shall only effect payment after every scheduled maintenance visit has been honored by the contractor. As it was indicated in sections 5.2 and 5.3. The service contract shall be based on four annual maintenance visits from the contractor. In this respect, the cost of every maintenance visit in the first year of the service contract shall be that cost submitted in the financial offer for the first year divisible by four (4). Only after completion of each visit shall the contractor invoice Government for payment. The same holds for the second and third year contracts.

TENDER PREVIEW

## VOLUME 4 - FINANCIAL BID

### Breakdown of Costs (To be tailored to the specific tender)

**Tender Title:** Tender for the Supply of New Ambulances for the Gozo General Hospital

**Advert Number:** [.....]

**Lot Number:** [.....]

| Item No.                                                                                                                             | Description                                                               | Quantity | Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br><br>€ | Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br><br>€ |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1                                                                                                                                    | Ambulance Vehicle as specified in the technical specifications (Volume 3) | 2        |                                                                                          |                                                                                      |
| <b>Medical Equipment</b>                                                                                                             |                                                                           |          |                                                                                          |                                                                                      |
| 2                                                                                                                                    | Portable suction units                                                    | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Accessories                                                               | Lump Sum |                                                                                          |                                                                                      |
|                                                                                                                                      | Operators Manual                                                          | 1        |                                                                                          |                                                                                      |
|                                                                                                                                      | Service Manual                                                            | 1        |                                                                                          |                                                                                      |
| 3                                                                                                                                    | Fixed Suction Unit                                                        | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Accessories                                                               | Lump Sum |                                                                                          |                                                                                      |
|                                                                                                                                      | Operators Manual                                                          | 1        |                                                                                          |                                                                                      |
|                                                                                                                                      | Service Manual                                                            | 1        |                                                                                          |                                                                                      |
| 4                                                                                                                                    | Automated External Defibrillator                                          | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Disposable Adult Pads                                                     | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Disposable Paediatric Pads                                                | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Extra ECG patient Cables                                                  | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Carrying bag for Defibrillator and its accessories                        | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Other essential accessories                                               | Lump Sum |                                                                                          |                                                                                      |
|                                                                                                                                      | Operators Manual                                                          | 1        |                                                                                          |                                                                                      |
| 5                                                                                                                                    | Transport Multi Parameter Monitor                                         | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Drip Stands                                                               | 2        |                                                                                          |                                                                                      |
|                                                                                                                                      | Accessories                                                               | Lump Sum |                                                                                          |                                                                                      |
| <b>GRAND TOTAL INCLUDING VAT, DUTIES &amp; OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP) BUT EXCLUDING VEHICLE REGISTRATION TAX.</b> |                                                                           |          |                                                                                          |                                                                                      |

N.B: Tender will be awarded on the basis of the grand total of the items included in the bill of quantities.

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

Date: .....

TENDER PREVIEW