

IMPORTANT NOTE

Submission of e-tenders

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at www.etenders.gov.mt or through the e-ID Service via the MyGov website at www.mygov.mt. In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

Submission of Financial Offer

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. **VAT shall be paid in accordance with the current VAT regulations.**



REFERENCE NUMBER: MHAS/415/2016

**TENDER FOR THE SUPPLY AND DELIVERY OF DOG FOOD FOR THE
MALTA POLICE FORCE AND CORRADINO CORRECTIONAL FACILITY
K9 SECTIONS**

Date Published: 25 October 2016

Deadline for Submission: 16 November 2016 at 09:30am CET


Tender Opening: 16 November 2016 At 10:00am CET

IMPORTANT:

- No Bid Bond is requested for this tender

IMPORTANT

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

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

Ministry for Home Affairs and National Security

201, Strait Street, Valletta
Tel 25689000 e-mail tenders.mhas@gov.mt

TENDER FOR THE SUPPLY AND DELIVERY OF DOG FOOD FOR THE MALTA POLICE FORCE AND THE CORRADINO CORRECTIONAL FACILITY K9 SECTIONS

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# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 1. General Instructions

- 1.1 I In submitting a **tender**<sup>1</sup>, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders version 1.14 dated 4<sup>th</sup> January 2016 (available from [www.etenders.gov.mt](http://www.etenders.gov.mt) under 'Resources').

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.

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the [www.etenders.gov.mt](http://www.etenders.gov.mt) portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format, the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded / accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

- 1.2 The subject of this tender is the supply and delivery of Dog Food for the Malta Police Force and the Corradino Correctional Facility K9 Sections.
- 1.3 The place of acceptance of the supplies shall be as follows:
- Police Dogs Section: Mosta Fort, Mosta
  - Corradino Correctional Facility: Valletta Road, Paola

The time-limits for delivery shall be as and when required, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.

- 1.4 This is a unit-price contract.
- 1.5 This call for tenders is being issued under an open procedure.

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<sup>1</sup> Unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS)

## 2. Timetable

|                                                                                                                                                                                                                                                                                                                                           | DATE             | TIME                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                                                                                                                                                                    | N/A              | N/A                   |
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                                                                                                                                            | Refer to 6.2     | -                     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent either: <ul style="list-style-type: none"><li>• Online from <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> or</li><li>• Via email on <a href="mailto:tenders.mhas@gov.mt">tenders.mhas@gov.mt</a></li></ul> | 7 November 2016  | End of Business Hours |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                                                                                                                                                         | 10 November 2016 | End of Business Hours |
| Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                           | 16 November 2016 | 09:30hrs              |
| Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                       | 16 November 2016 | 10:00 hrs             |

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

## 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. Variant Solutions

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

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit/Workshop

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Prospective tenderers may register to attend a workshop that will be organised in collaboration with the Centre for Development, Research and Training at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, prospective tenderers will be given the opportunity to familiarise themselves with the new electronic tendering procedure.

Prospective tenderers are to register themselves to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person. **Only one person** will be allowed to participate for each prospective tenderer.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

- (i) No Bid Bond is required.
- (ii) Declare agreement, conformity and compliance with the General Rules Governing

Tendering Version 1.14 dated 4<sup>th</sup> January 2016 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt))

- (iii) Declare agreement, conformity and compliance with the provisions of the Tender's Declaration in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (v) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (vi) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>

## **(B) Selection Criteria**

### *Financial and Economic Standing*

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

### *Proof of Technical Capacity*

- (ii) Meet the following minimum requirements:  
Provide data concerning subcontractors and the percentage to be subcontracted as per Form marked Sub-contracting to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 2)</sup>

The maximum amount of sub-contracting must not exceed 40% of the total contract value.

The main contractor must have the ability to carry out at least 60% of the contract works by his own means.

## **(C) Technical Specifications**

- (i) Literature as per Form marked Literature to be submitted online through the prescribed tender response format and by using the Tender Preparation Tool provided. <sup>(Note 2)</sup>
- (ii) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided including any drawings if applicable. <sup>(Note 3)</sup>

**Samples as listed in the table at the end of the Technical Specifications Section will be requested during adjudication stage and these will need to be submitted within five (5) working days of being notified to do so. Samples are not subject to rectifications.**

## **(D) Financial Offer**

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)**<sup>2010</sup> for the supplies tendered as per Tender Response Format. [inclusive of spare parts/after-sales services/maintenance/training as applicable] <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

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

1. Tenderers will be requested to clarify/rectify, within five 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 five working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

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

## **9. Criteria for Award**

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

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Right of Recourse - Regulation 21 of the Public Procurement Regulations*

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

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

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

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

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

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

5) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.

(b) A copy of the appeal application shall be served on the Contracting Authority and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.

(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.

(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the call for tenders shall be suspended.



- 6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- 7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

## SECTION 3 - SPECIAL CONDITIONS

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***

Unless otherwise indicated, any communication is to be sent in writing as follows:

Ministry for Home Affairs and National Security  
Director (Corporate Services)  
201, Strait Street,  
Valletta, VLT 1433  
Malta

Tel: (356) 25689000  
e-mail: [tenders.mhas@gov.mt](mailto:tenders.mhas@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.
- 9.7 The contracting authority, may from time to time, requests the supplier to furnish certificates of analysis to ensure conformity to the minimum acceptable nutritional standards of the supplied pet food.

The contracting authority reserves the right to carry out independent testing of the supplied goods after the award of the contract to ensure compliance to the standards indicated in this tender. Tests may be carried out by the contractor to monitor for compliance against nutritional profile detailed within this tender document. In addition, the contractor may also perform independent testing for ensuring compliance with feed additive legislation, presence of undesirable substances and other contaminants, microbiological testing or any other tests as may be required to ensure compliance with other statutory requirements. To evaluate the results of a single-sample analysis, maximum tolerances for deviation from the declared values, as foreseen in ANNEX IV of Regulation EU No. 767/2009 on the marketing and use of feed should be permitted as well as tolerances for analytical latitudes.

Should the testing indicate that the supplied pet food fails to satisfy the criteria of the specified standard/s and any other standards prescribed by law the contractor will become liable to;

- a.) Replace at his own expense any defective material supplied or made use of,
- b.) Pay the contracting Authority any other incidental expenses that are incurred to rectify the

works where such material is incorporated.  
c.) Pay the expenses incurred for testing.

### ***Article 10: Origin***

10.1 As per General Conditions.

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

11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contracting Authority will not affect any payment to the contractor until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT.

11.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee.

11.7 Not applicable.

### ***Article 12: Insurance***

12.1 As per General Conditions

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

The Contractor shall be prepared to start effecting deliveries - in monthly consignments as instructed by the Contracting Authority - within three (3) days from date of request (in writing). In this regard, the successful contractor will be required to liaise with the officers in charge of the CCF/Police K-9 Sections.

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

Not applicable.

### ***Article 15: Tender Prices***

15.1 Tender prices should include all charges/taxes applicable including delivery but excluding VAT.

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

16.1 No derogation.

16.2 No derogation.

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

17.1 As per General Conditions.

### ***Article 18: Commencement Order***

18.1 The contract shall commence from the date of the last signature on the Contract.

### ***Article 19: Period of Execution of Tasks***

19.1 The contract shall be valid for a period of two (2) years. The Contracting Authority reserves the right to extend the contract for a further period of one (1) year in periods of six (6) months each at the same terms and conditions.

## ***Article 22: Variations***

- 22.1 Subject to the provisions of Regulation 78 of the Public Procurement Regulations 2010, the CA reserves the right to vary the quantities specified up to +/- 50%. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

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

- 24.2 Further to the provisions of the General Conditions, products delivered must have at least six (6) months of shelf life from date of delivery. The Contracting Authority reserves the right to refuse any consignment or part of which does not satisfy the conditions set out in this contract.

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

- 25.2 The Contracting Authority may adopt any means it may deem fit to satisfy itself that the goods supplied following award of contract are in conformity to the contract requirements and specifications, and identical to those that may have been submitted as samples during the adjudication phase of the tender.

## ***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 Payments are to be effected within sixty (60) days, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).
- 26.5 Payments will be effected upon invoice presented with each delivery.
- 26.9 Prices are to remain fixed during contract period.

## ***Article 28: Delayed Payments***

- 28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 28.2 Once the deadline laid down in Article 28.1 has expired: the Contractor may, within two months of late payment, claim late-payment interest: meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%); on the first day of the month in which the deadline expired. The late-payment interest shall apply to the time which elapses between the date of the payment 'deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

## ***Article 29: Delivery***

- 29.1 The Contractor shall deliver consignments within three (3) days from date of written (or e-mail) order. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.2 Consignments shall be packed in re-sealable bags.
- 29.3 The packaging shall become the property of the recipient subject to respect for the

environment.

- 29.5/6 The quantities delivered should be indicated on the delivery note which should accompany every consignment.

***Article 31: Provisional Acceptance***

Not applicable.

***Article 32: Warranty***

- 32.1 Not applicable.

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

- 33.1 Not applicable.

***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***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- a) either a ruling from a national court, or
- b) an arbitration ruling, in the case where the parties by agreement decide to refer the matter to arbitration.

## SECTION 4 - TECHNICAL SPECIFICATIONS (Note 3)

### 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.

### Scope

This tender refers to the supply and delivery to the Commissioner of Malta Police, Police Dogs Section and the Director of Prisons, Corradino Correctional Facility, all charges paid, including VAT, ECO Tax, Levy and any other tax which may be applicable on the date of the tender and insured against all risks, to be delivered as and when required.

**Estimated quantity:** 16,200 kgs of dry dog food (for 2 years)

### Instructions and Specifications:

1. The Dog Food offered should be compliant to the specifications laid down in this tender. Tender offer should include any literature available showing particularly the specifications and benefits of the dog food the tenderer is proposing to supply. Certification showing the minimum and maximum nutrient Levels shown in this document should be included with the tender offer.
2. **Complete Pet Food :** The Adult Dog dry petfood included in this tender is intended to be complete petfood. "Complete pet food" means pet food which, by reason of its composition, is sufficient for a daily ration (as stipulated under EU Regulation No. 767/2009). When a complete pet food is fed for an extended period (i.e. covering the whole period of the life stage) as the only source of nutrients, it will provide all the nutritional needs of the particular animals of the given species and physiological state for which it is intended. Any item included in this tender which does not conform to the classification as "complete petfood" as per Regulation EU No. 767/2009 will be automatically disqualified.
3. **Directions for use / feeding instructions:** The tenderer is required to provide dry pet food that contains as part of the statutory statement, directions for the proper use of a pet food indicating the purpose for which it is intended. The feeding instructions should be clear and complete, and give an indication of the daily amounts to be fed. The daily amounts to be fed is the average total quantity of a specific pet food that is needed daily by an animal of a given species, age category and life style or activity to satisfy all its energy and nutrient requirements. Feeding instructions should also provide information about the frequency of feeding, the need to have water available, and possible need to adapt the amount according to activity.
4. **Minimum and Maximum Acceptable Nutrient Levels :** The minimum and maximum recommended nutrient levels for the complete adult dog dry food are those described hereunder at Table 1.

Table 1 indicates the minimum and maximum recommended nutrient levels for dogs. The minimum acceptable specific nutrient levels for total protein, total fat, amino acids,

minerals, trace elements and vitamins minimum nutrient levels indicated in Table 1 (A, A1-A12, B, C1-C6, D1-D6, E1-E11) must be complied with.

5. **Minimum and Maximum Acceptable Feed Additive Levels** : The petfood may contain feed additives provided that they are listed on the EU Register of permitted additives, and may be used only according to the specific categories and functional groups for which they are approved and approved levels. In addition, maximum permitted levels have been determined by the legislator for several nutrients if added as a nutritional additive (i.e. trace-elements & vitamin D) (legal maximum). They are laid down in the Community Register of Feed Additives pursuant to Regulation 1831/2002/EC of the Parliament and the Council, concerning additives in feeding stuffs. The legal maximum levels apply to all life stages (EU Regulation No. 1831/2003 in conjunction with EU register of feed additives). A legal maximum only applies when the particular trace-element or vitamin is added to the recipe as an additive, but relates to the 'total' amount present in the finished product [amount coming from the additive + amount from feed materials (ingredients)]. If the nutrient comes exclusively from feed materials, the legal maximum does not apply.
6. **Metabolisable Energy (ME) Levels:** Digestible energy and metabolisable energy are a more accurate way of expressing the energy density of a food. Metabolisable energy (ME) reflects better the energy that is utilised by the animal, but is more difficult to determine. The metabolisable energy can also be predicted by calculation from the average analysis using the predictive equation for metabolisable energy in food a shown hereunder in accordance with the National Research Council - NRC Nutrient requirements of dogs and cats, 2006 (NRC2006a) method as shown in clause 13. The metabolisable energy of dogfood for the dogs at the Police Dogs Section based on the NRC2006a predictive equations should supply a minimum of 4000 (kcal ME/kg) but should not exceed 4400 (kcal ME/kg) of metabolisable energy. The minimum and maximum acceptable metabolic energy values indicated in Table 1F must be complied with.
7. **Predictive Equations for ME in foods for dogs and cats** : For calculation of ME in prepared pet foods for dogs (dry food) the following 4-step-calculation can be used (NRC 2006a):
  1. **Calculate GE**  
$$\text{GE(kcal)} = (5.7 \times \text{g protein}) + (9.4 \times \text{g fat}) + [4.1 \times (\text{g NFE} + \text{g crude fibre})]$$
$$\text{GE(kJ)} = (23.85 \times \text{g protein}) + (39.33 \times \text{g fat}) + [17.15 \times (\text{g NFE} + \text{g crude fibre})]$$
  2. **Calculate energy digestibility (%)**:  
Dogs: % energy digestibility =  $91.2 - (1.43 \times \% \text{crude fibre in DM})$  Cats: %energy digestibility =  $87.9 - (0.88 \times \% \text{crude fibre in DM})$
  3. **Calculate digestible energy:**  
$$\text{kcal DE} = (\text{kcal GE} \times \text{energy digestibility}) / 100$$
$$\text{kJ DE} = (\text{kJ GE} \times \text{energy digestibility}) / 100$$
  4. **Convert into metabolisable energy:**  
Dogs:  $\text{kcal ME} = \text{kcal DE} - (1.04 \times \text{g protein})$   
 $\text{kJ ME} = \text{kJ DE} - (4.35 \times \text{g protein})$ Cats:  $\text{kcal ME} = \text{kcal DE} - (0.77 \times \text{g protein})$   
 $\text{kJ ME} = \text{kJ DE} - (3.22 \times \text{g protein})$

8. **Undesirable Substances:** The EU legislation establishes a list of products whose use as feed materials is prohibited. The manufacturer must make sure that the products included on the list of prohibited products are not used or present in petfood. Certain feed materials and additives are subject to restriction for use in certain species. The manufacturer must make sure that they are used accordingly and that the risks of accidental contamination are controlled /eliminated.
9. **Packaging, Storage, Delivery and Batch Recall:** Feed materials and compound feed may be only accepted by the contractor only in sealed packages or containers as supplied by the petfood manufacturer to the supplier. Packages or containers shall be sealed in such a way that, when the package or container is opened, the seal is damaged and cannot be reused.

The Pet food supplier shall make sure that the goods delivered match with those ordered, the pet food is properly labelled in accordance with legal requirements and that all measures have been taken to ensure the quality and safety of the pet food delivered. All containers used for transporting or warehouses used for storing petfood should be kept free of potential contaminants, whether chemical, odour, pests (e.g. microorganisms, rodents, insects, birds) and domestic animals. The petfood must be stored and transported in such a way as to make them easily identifiable (product name, number, date and time of manufacture) and to prevent cross-contamination and deterioration. Transport or storage shall be capable of maintaining product temperature within specification, under maximum load, and whilst the product is stored on the vehicle or in the warehouse. Procedures shall, where appropriate, be in place in the case of equipment failure. These procedures shall ensure product safety, legality and quality. Where the feed packaging materials or finished product transported is susceptible to damage by the weather, vehicles shall be weather proofed.

The Supplier shall ensure that the stock is delivered to site in original packing, clearly labeled in accordance with the requirements laid under marked with batch number and that all materials are stored in a clean, warm, dry, well ventilated place and kept in original packing until delivered to the above mentioned directorate.

The supplier is also responsible to notify the Directorate if any delivered feeds are to be withdrawn due to a batch recall. Should a batch recall occur the supplier is responsible to collect the recalled goods and replace any defective material at his own costs.

10. **Shelf life :** Feed materials and compound feed may be placed on the market only in sealed packages or containers. Packages or containers shall be sealed in such a way that, when the package or container is opened, the seal is damaged and cannot be reused. Products delivered must have at least 1 year of shelf life from date of delivery.



**TABLE 1: Minimum and Maximum Acceptable Nutrient Levels for Dogs****(Unit per100 g dry matter)**

| <b>Nutrient<br/>Column</b>      | <b>UNIT</b> | <b>Adult</b> | <b>Maximum<br/>(L) = legal</b> |
|---------------------------------|-------------|--------------|--------------------------------|
| <b>A. Protein</b>               | <b>g</b>    | <b>18.0*</b> | <b>-</b>                       |
| A1. Arginine                    | g           | 0.52         | -                              |
| A2. Histidine                   | g           | 0.23         | -                              |
| A3. Isoleucine                  | g           | 0.46         | -                              |
| A4. Leucine                     | g           | 0.82         | -                              |
| A5. Lysine                      | g           | 0.42         | -                              |
| A6. Methionine                  | g           | 0.31         | -                              |
| A7. Methionine +<br>Cysteine    | g           | 0.62         | -                              |
| A8. Phenylalanine               | g           | 0.54         | -                              |
| A9. Phenylalanine +<br>Tyrosine | g           | 0.89         | -                              |
| A10. Threonine                  | g           | 0.52         | -                              |
| A11. Tryptophan                 | g           | 0.17         | -                              |
| A12. Valine                     | g           | 0.59         | -                              |
| <b>B. Fat</b>                   | <b>g</b>    | <b>5.5*</b>  | <b>-</b>                       |
| <b>C. Minerals</b>              | <b>-</b>    | <b>-</b>     | <b>-</b>                       |
| C1. Calcium                     | g           | 0.50         | -                              |
| C2. Phosphorus                  | g           | 0.40         | -                              |
| C3. Potassium                   | g           | 0.50         | -                              |
| C4. Sodium                      | g           | 0.10         | -                              |
| C5. Chloride                    | g           | 0.15         | -                              |
| C6. Magnesium                   | g           | 0.07         | -                              |
| <b>D. Tracelements</b>          | <b>-</b>    | <b>-</b>     | <b>-</b>                       |
| D1. Copper                      | mg          | 0.72         | 2.8 (L)*                       |
| D2. Iodine                      | mg          | 0.11         | 1.1 (L)*                       |
| D3. Iron                        | mg          | 3.60         | 142 (L)*                       |
| D4. Manganese                   | mg          | 0.58         | 17.0 (L) *                     |
| D5. Selenium                    | µg          | 30.0         | 56.8 (L) *                     |

|                                                |         |      |            |
|------------------------------------------------|---------|------|------------|
| D6. Zinc                                       | mg      | 7.2  | 28.4 (L) * |
| <b>E. Vitamins</b>                             | -       | -    | -          |
| E1. Vitamin A                                  | IU      | 500  | -          |
| E2. Vitamin D                                  | IU      | 50.0 | 227 (L)*   |
| E3. Vitamin E                                  | IU      | 3.60 | -          |
| E4. Thiamine                                   | mg      | 0.23 | -          |
| E5. Riboflavin                                 | mg      | 0.60 | -          |
| E6. Pantothenicacid                            | mg      | 1.00 | -          |
| E7. Vitamin B6 (Pyridoxine)                    | mg      | 0.15 | -          |
| E8. Vitamin B12                                | µg      | 2.20 | -          |
| E9. Niacin                                     | mg      | 1.10 | -          |
| E10. Folic acid                                | µg      | 18.0 | -          |
| E 11. Choline                                  | mg      | 120  | -          |
| F. Mebolisable Energy as per (NRC2006a) method | Kcal/kg | 4000 | 4400       |

\*A legal maximum only applies when the particular trace-element or vitamin is added to the recipe as an additive, but relates to the 'total' amount present in the finished product [amount coming from the additive + amount from feed materials (ingredients)]. If the nutrient comes exclusively from feed materials, the legal maximum does not apply.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

**5.1 - Draft Contract Form**

**5.2 - Glossary**

**5.3 - Specimen Performance Guarantee**

**5.4 - Specimen Tender Guarantee (Bid Bond) - where applicable**

**5.5 - Specimen Pre-Financing Guarantee - where applicable**

**5.6 - Specimen Retention Guarantee - where applicable**

These are available to view and download from:

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

**5.7 - General Conditions of Contract**

The full set of General Conditions for Supplies Contracts (Version 1.06 dated 4 January 2016) can be viewed/downloaded from:

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

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.