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TENDER NUMBER: ETC/IES/T/06/16

TENDER FOR THE PROVISION OF TRANSPORT SERVICES USING LOW EMISSION MINI-VANS

Closing Date: 08 - 04 - 2016 at 10:00am CET

Date Published: 11 - 03 - 2016

This Tender is free of charge

IMPORTANT:

- No Bid Bond is requested for this tender
- Clarifications shall be uploaded and will be available to view/download from www.etc.gov.mt under the sub-headings 'Resources' and 'Tenders and Quotations'.

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Head Office, Hal Far, BBG3000

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Table of Contents

Table of Contents.....	2
VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS.....	5
A. GENERAL PART.....	5
1. General Instructions.....	5
2. Timetable.....	5
3. Lots.....	6
4. Financing.....	6
5. Eligibility.....	6
6. Selection Criteria.....	6
7. Multiple Tenders.....	7
8. Tender Expenses.....	8
9. Site Inspection.....	8
B. TENDER DOCUMENTS.....	8
10. Content of Tender Document.....	8
11. Explanations/Clarification Notes Concerning Tender Documents.....	8
12. Labour Law.....	9
13. Law.....	9
C. TENDER PREPARATION.....	9
14. Language of Tenders.....	9
15. Presentation of Tenders.....	9
16. Content of Tender (Single-Envelope System).....	9
17. Tender Prices.....	11
18. Currencies of Tender and Payments.....	11
19. Period of Validity of Tenders.....	11
20. Tender Guarantee (Bid Bond).....	12
21. Variant Solutions.....	12
22. Preparation and Signing of Tenders.....	12
D. SUBMISSION OF TENDERS.....	12
23. Sealing and Marking of Tenders.....	12
24. Extension of Deadline for Submission of Tenders.....	12
25. Late Tenders.....	13
26. Alterations and Withdrawal of Tenders.....	13
E. OPENING AND EVALUATION OF OFFERS.....	13
27. Opening of Tenders.....	13
28. Secrecy of the Procedure.....	13
29. Clarification of Tenders.....	14
30. Tender Evaluation Process.....	14
31. Correction of Arithmetical Errors.....	15
F. CONTRACT AWARD.....	15
32. Criteria for Award.....	15
33. Right of the Central Government Authority to accept or reject any Tender.....	15
34. Notification of Award, Contract Clarifications.....	16
35. Contract Signing and Performance Guarantee.....	16
36. Commencement of Services.....	17
G. MISCELLANEOUS.....	17
37. Ethics Clauses.....	17
38. Data Protection and Freedom of Information.....	18

39. Gender Equality	18
VOLUME 1 SECTION 2 - TENDER FORM (Mandatory)	19
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	23
1. Statement on Conditions of Employment (Mandatory)	23
3. Key Experts (Mandatory).....	25
3.1. Statement on Exclusivity and Availability	26
4 - Statement on Key Experts (MANDATORY).....	27
5. Statement on availability of Mini Van Drivers (Mandatory)	28
6. Declaration Form (Where Applicable)	29
VOLUME 1 SECTION 5 - GLOSSARY	30
VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	32
Volume 1 - Section 7	33
Form 1 - Power of Attorney (<i>where applicable</i>)	33
Form 2 - Data on Joint Venture/Consortium (Where applicable).....	34
Form 3 - Sub-Contracting (Where applicable)	35
VOLUME 2	36
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	36
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	38
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS	39
Article 2: Notices and Written Communications.....	39
Article 5: Supply of Information	39
Article 6: Assistance with Local Regulations	39
Article 7: Obligations of the Contractor	39
Article 13: Medical, Insurance and Security Arrangements	39
Article 15: Scope of the Services	39
Article 16: Personnel and Equipment	39
Article 18: Execution of the Contract.....	40
Article 19: Delays in Execution.....	40
Article 20: Amendment of the Contract	41
Article 24: Interim and Final Progress Reports	41
Article 26: Payments and Interest on Late Payment.....	41
Article 27: Pre-Financing Guarantee	41
Article 28: Audit Certificate.....	41
Article 39: Termination of Contract.....	41
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	43
VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS	44
(TERMS OF REFERENCE)	44
1. Background Information	45
1.1 - Beneficiary Country	45
1.3 - Contracting Authority	45
1.5 - Current State of Affairs in the Relevant Sector	45
2. Contract Objectives and Expected Results	45
2.1 - Overall Objectives.....	45
2.2 - Specific Objectives	46
2.3 - Results to be Achieved by the Consultant	46
3. Assumptions and Risks	46
3.1 - Assumptions Underlying the Project Intervention	46
3.2 - Risks	46
4. Scope of the Work	47
4.1 - General.....	47
4.2 - Specific Activities.....	47
4.3 - Project Management	47
5. Logistics and Timing.....	48
5.1 - Location.....	48
5.2 - Commencement Date & Period of Execution	48

6. Requirements.....48
6.1 - Personnel48
6.2 - Accommodation48
6.3 - Facilities to be provided by the Consultant48
6.4 - Equipment49
7. Reports49
7.1 - Reporting Requirements49
7.2 - Submission & approval of progress reports49
8. Monitoring and Evaluation.....49
8.2 - Special Requirements49
Key Experts Form52

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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 Contracting 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 Departmental 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), 16.1(c), 16.1(d) and 16.1(e)(i) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) 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(e)(ii) 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 This is a call for tenders for the provision of transport services for approximately ninety to hundred (90/100) clients. A minimum of twelve (12) mini-vans of which two (2) mini-vans shall be equipped with a tail-lift are required for the provision of this service. All mini vans must be suitable and equipped for persons with a disability, some of which can be wheelchair users.

Transport Services will be provided for these clients from various localities in Malta and Gozo to the Sheltered Employment Premises, which are located in Msida and Ghajnsielem, Gozo and/or other training outposts. The Contracting Authority will request a number of mini vans depending on the need and the number of clients and routes. The number of mini-vans including vans equipped with a tail lift can increase or decrease according to the exigencies of the Contracting Authority. The number of mini-vans required will be confirmed by the Project Leader after the signing of the contract.

- 1.3 This is a fee-based contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Contracting 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*   |
|-----------------------------------------------------------------------------------------------------------------|----------------|---------|
| Deadline for request for any additional information from the Contracting Authority                              | 28 - 03 - 2016 | -       |
| Last date on which additional information are issued by the Contracting Authority                               | 01 - 04 - 2016 | -       |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 08 - 04 - 2016 | 10:00am |

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

### **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 the Employment and Training Corporation.

### **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 64 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)*

- (1) Provide data concerning subcontractors and the percentage of works to be subcontracted as per Form marked Sub-contracting to be submitted in line with Volume 1 Section 7 Form 3. <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.

- (2) Key experts being requested for the execution of this contract are as follows: <sup>(Note 2)</sup>

### **Key Expert 1- Transport Co-ordinator**

The Contracting Authority is requesting a minimum of one (1) Transport Co-ordinator to administer the contract and provide a professional service throughout the duration of the contract. The Transport Co-ordinator must be fluent in the Maltese and English Languages and must be computer literate.

The Contracting Authority requires a number of daily trips, as requested in Article 4.2 - Specific Activities, of the Terms of Reference (Volume 3, Section 1). The Transport Co-ordinator must make sure that an adequate number of drivers are always available to provide the daily trips required for the whole duration of the contract.

All drivers must be in possession of the following:

- A Clean and Valid police conduct (issued in the last six months)
- A Valid Special Licence to drive mini-vans and tail lift vans
- A Valid Driving Licence
- An ADT TAG

Public employees may be recruited as experts as long as it is ascertained through the self-declaration as per Volume 1, Section 4, Form 3; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 497 of the Laws of Malta (First Schedule Code of Ethics Article 5). This self-declaration is to be endorsed by all Key Experts (who are also Public Employees). <sup>(Note 2)</sup>

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting the above mentioned documents during the evaluation process. The Evaluation Committee may also request bidders to submit a filled-in Statement of Exclusivity and Availability (Volume 1, Section 4).

## **7. Multiple Tenders**

- 7.1 A tenderer may submit multiple tender offers.
- 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 sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor 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 Contracting 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. Site Inspection

- 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 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from)<br/><a href="http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx">http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx</a></li><li>• Special Conditions</li></ul> |
| Volume 3 | Terms of Reference                                                                                                                                                                                                                                                               |
| Volume 4 | Model Financial Bid                                                                                                                                                                                                                                                              |
- 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 Contracting Authority by sending an email to [tenders.etc@gov.mt](mailto:tenders.etc@gov.mt) up to 11 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 7 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 Employment & Training Corporation ([www.etc.gov.mt](http://www.etc.gov.mt) under the sub heading 'Resources' and 'Tenders & Quotations'). 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 Contracting 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 Contracting 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 Employment and Training Corporation, for verification purposes only should the need arise.
  - (c) All tenders must be received by the date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Employment & Training Corporation, Head Office, Hal Far, BBG 3000 Malta.
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned

### 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) No Bid Bond is being requested. <sup>(Note 1)</sup>
  - (b) *General/Administrative Information* <sup>(Note 2)</sup>
    - (i) Statement on Conditions of Employment (Volume 1, Section 4)
    - (ii) Minimum Hourly Worker’s Costs (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 2)</sup>
- (i) Sub- contracting Form (Volume 1, Section 7 - Form 3)
- (ii) Bidders are requested to fill in and submit the following documents:
- List of Key Expert Form (Volume 1, Section 4 - Form 3)
  - Declaration on Availability of Drivers (Volume 1, Section 4 - Form 4)
  - Declaration on Key Experts (Volume 1, Section 4 - Form 5)
  - Declaration to be completed by each individual Key Expert/Personnel who is employed with the Public administration (Volume 1, Section 4 - Form 6) (where applicable)
- (e) *Evaluation Criteria/Technical Specifications*
- (i) Signed Statement on Terms of Reference (Volume 3)
- (ii) List of vehicles to be used as requested in article 1.2 of the Instructions to Tenderers and copy of their respective Log books. All vehicles used for this Contract must be as set in the Terms of Reference (Volume 3), Article 8 (Environmentally Friendly Measures). For each vehicle being proposed for this service, bidders are requested to submit the following document:<sup>(Note 2)</sup>
- A copy of the Technical Sheets (Log books) for the mini vans being proposed for this contract, where emission standards are defined. For those minivans where technical upgrade had achieved EURO IV standard, bidders are requested to submit a document or Certificate where these measures are documented and approved by a credible third party.
- (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 in the form provided in Volume 4.

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

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.*

**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 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€). Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts **BUT** excluding VAT. VAT shall be paid in accordance with the applicable VAT Regulations.
- 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.
- 17.7 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, except for revision of prices due to Cost of Living Adjustment (COLA) and any other increases determined by government in respect to its policies or 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 services 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 90 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 The Director General Contracts/Head of Contracting Authority may consider to cancel the tender following consultations with the General Contracts Committee/Permanent Secretary; in the event that the evaluation process has not been concluded by the end of the validity period of the submitted bids.
- 19.3 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders, without extending the validity of the Tender Guarantee (Bid Bond), for two further periods of four (4) weeks each. 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.
- 19.4 Following the further extension by eight (8) weeks, in accordance with Regulation 6(2)(c) of LN296/2010 the non conclusion of the evaluation process will automatically lead to the cancellation of the tender, provided that the Director General (Contracts)/Head of Contracting Authority shall consult the General Contracts Committee/Permanent Secretary.
- 19.5 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 No tender guarantee (bid bond) is required.

## 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 Contracting 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 Contracting Authority.

## D. SUBMISSION OF TENDERS

### 23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in the Corporation'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:

**Employment & Training Corporation,  
Head Office,  
Hal Far, BBG 3000  
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 Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.
- 23.4 Any variant proposal/s must be submitted in a separate, sealed inner envelope, clearly marked "variant".

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

- 24.1 The Contracting 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 Contracting 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 Contracting 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 above deadline. 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 Employment & Training Corporation, Head Office, Hal Far BBG 3000, Malta by the Evaluation Committee or by its representatives. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Employment & Training Corporation and shall also be available to view on the Corporation's website, [www.etc.gov.mt](http://www.etc.gov.mt) under the sub heading 'Resources' and 'Tenders & Quotations'.
- 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 Contracting 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/Contracting 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 Departmental 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 Departmental 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), 16.1(c), 16.1(d) and 16.1(e)(i) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) 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(e)(ii), 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)

#### *(iii) Selection Criteria*

- 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 and/or CVs and Declarations of Exclusivity and Availability (Volume 1 Section 4) so that the Evaluation Committee will corroborate the technical compliance of the offers received.

### 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.

### **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 Departmental 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 Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting 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 Contracting 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;
  - (f) the duration of the evaluation has exceeded the stipulated time limit in Article 19 of Instructions to Tenderers.

**In no circumstances will the Contracting 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 Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting 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 Contracting 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 Departmental Contracts Committee shall be published on the Notice Board of the Employment & Training Corporation, and published online on the Corporation's website, [www.etc.gov.mt](http://www.etc.gov.mt).

## **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 Before the Contracting 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 Tenderer's Declaration of the Tender Response Format. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.3 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 effect any payment to the contractor until the performance guarantee is submitted.
- 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 Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting 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 Contracting Authority.
- The tenderer whose tender has been evaluated as **second cheapest** 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 Contracting Authority, and activities may not begin until the contract has been signed by the Contracting 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 4% 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. Commencement of Services**

- 36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform the Contracting 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 Contracting 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 Contracting 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 sub-contracting 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 Contracting 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 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 Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The

Contracting Authority, prior to disclosure of any information to a third party in relation 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 (Mandatory)

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

Tender Number:           ETC/IES/T/06/16  
Tender Title:             The Provision of Transport Services using Low Emission Mini-Vans

|                                                      |                                                                   |                    |                                                   |
|------------------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                       | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b><u>In case of a Joint Venture/Consortium:</u></b> |                                                                   | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| <b>Name(s) of Leader/Partner(s)</b>                  |                                                                   |                    |                                                   |
| 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).

| Service 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 services (details to be specified) |
|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1                                     |                                     |                                                                       |                                                          |
| 2                                     |                                     |                                                                       |                                                          |
| (.)                                   |                                     |                                                                       |                                                          |

3. 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.

### B CONTACT PERSON (for this tender)

|                  |              |                |              |
|------------------|--------------|----------------|--------------|
| <b>Name</b>      |              | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____ | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....        |                |              |
| <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 Contracting Authority) for invitation to tender No ETC/IES/T/06/16. 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 provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:  
  
Item 1: The Provision of Transport Services using Low Emission Mini-Vans
- 3 The Rate per trip of our tender (inclusive of duties, other taxes and any discounts but exclusive of VAT) is as follows:  
  
Item 1: [.....](Brought forward from Financial Bid - Volume 4)  
Item 2: [.....](Brought forward from Financial Bid - Volume 4)
- 4 This tender is valid for a period of **90** days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 4% 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. 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 Contracting 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) **Tender Guarantee** <sup>(Note 1)</sup>  
No Bid Bond is being requested

(b) **General Information** <sup>(Note 2)</sup>  
(i) Statement on Conditions of Employment (Volume 1, Section 4)  
(ii) Minimum Hourly Worker's Costs (Volume 1, Section 4)

**Selection Criteria** <sup>(Note 2)</sup>

(c) **Financial and Economic Standing** <sup>(Note 2)</sup>  
(i) No Evidence of economic and financial standing is required

(d) **Technical Capacity** <sup>(Note 2)</sup>  
(i) Sub-contracting Form (Volume 1, Section 7 - Form 3)  
(ii) Bidders are requested to fill in and submit the following documents:

- List of Key Expert/s Form (Volume 1, Section 4 - Form 3)
- Declaration on availability of Mini-Van Drivers (Volume 1, Section 4 - Form 4)
- Declaration on Key Expert (Volume 1, Section 4 - Form 5)
- Declaration to be completed by each individual key expert/Personnel who is employed with the Public administration (Volume 1, Section 4 - Form 6) (where applicable)

(e) **Evaluation Criteria/Technical Specifications**

- (i) Signed statement on Terms of Reference (Volume 3)
- (ii) List of vehicles to be used as requested in Article 1.2 of the Instructions to Tenderers and copy of their respective Log books. All the vehicles used for this Contract must be as requested in Article 8 (Environmentally Friendly Measures) of the Terms of Reference (Volume 3). For each vehicle being proposed for this service, bidders are requested to submit the following documents: <sup>(Note 2)</sup>

A copy of the Technical Sheets (Log books) of the vehicles where emission standards are defined. For those vehicles where technical upgrade has achieved EURO IV standard, bidders are requested to submit a document or Certificate where these measures are documented and approved by a credible third part.

(f) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

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. This is indicated by the symbol*
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. This is indicated by the symbol*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol*

- 12 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), 11(c), 11(d) and 11(e) first bullet of this Tender Form. We understand that such rectification/s must be submitted within five (5) 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 Contracting 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 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment (Mandatory)

1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions including 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.
2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.
3. The sub-contractor/s agree to all the conditions listed in this statement.
4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.
5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.
6. It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
7. It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.
8. It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.
9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.
10. A list of the minimum hourly workers' costs involving the provision of the employees' services in this tender is being attached.

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## 2. MINIMUM HOURLY WORKERS' COSTS (MANDATORY)

The tenderer is to fill in this form and attach it as indicated in the 'Eligibility' section in Article 16 of the Instructions to Tenderers.

The employee's cost per hour of work is worked out on the following:

|                        |  |
|------------------------|--|
| Basic Hourly Rate      |  |
| Vacation Leave         |  |
| Bonus/Weekly Allowance |  |
| Public Holidays        |  |
| Total Hourly Rate      |  |



### 3. Key Experts (Mandatory)

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs/Documentation listed in Article 6 of the Instructions to Tenderers of Key Experts during the evaluation stage. Key Experts may also be requested to submit a filled-in Statement of Exclusivity and Availability (Form 3.1).

#### Transport Co-ordinator

| Name & Surname | I.D. Card No. | Computer Literate | Kindly rate your fluency in Maltese as per following description: A = Basic User; B = Independent User or C = Proficient User |               |         | Kindly rate your fluency in English as per following description: A = Basic User; B = Independent User or C = Proficient User |               |         |
|----------------|---------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------|---------|-------------------------------------------------------------------------------------------------------------------------------|---------------|---------|
|                |               |                   | (YES/NO)                                                                                                                      | Understanding | Reading | Writing                                                                                                                       | Understanding | Reading |
|                |               |                   |                                                                                                                               |               |         |                                                                                                                               |               |         |

Key Expert will be deemed as eligible if he/she is at least a Basic User in understanding, reading and writing of the Maltese and English Language and is Computer Literate.

Signature: .....

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

Date: .....

### 3.1. Statement on Exclusivity and Availability

**TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED**

**PUBLICATION REF:** \_\_\_\_\_

#### Statement on Exclusivity and Availability

**TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED**

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare my exclusivity and availability in the above-mentioned tender procedure in case of award. I further declare that I am able and willing to work for the period(s) foreseen for the position in the event that this tender is successful, namely:

| From                           | To                           |
|--------------------------------|------------------------------|
| .....<br>< start of period 1 > | .....<br>< end of period 1 > |
| .....<br>< start of period 2 > | .....<br>< end of period 2 > |
| < etc >                        | < etc >                      |

I confirm that during the above period(s) I am not engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this tender.

Furthermore, should this tenderer be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Key Expert: .....

Signature: .....

Name of Tenderer: .....

Date: .....

## 4 - Statement on Key Experts (MANDATORY)

### Transport Coordinator and Drivers

*(To be signed by organisations submitting an offer for this tender)*

It is hereby being declared that the Key Expert -Transport Coordinator and Drivers to be employed on this contract shall possess the requirements listed under Article 6 of the Instructions to Tenderers.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that, apart from the penalty provisions, stipulated in the contract - the contract may be terminated with immediate effect and that no claim for damages or compensation be raised by us.

During the evaluation stage, the Contractor may be requested to forward a copy of the documents requested under Article 6 and 16 of the Instructions to Tenderers. The Contracting Authority will carry out the necessary checks. In the event that any of the Key Experts are not found to be compliant the Contractor shall be obliged to replace such Key Experts, so that these are in line with the contract's requirements outlined in this tender document.

Signature: .....

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

Date: .....

## 5. Statement on availability of Mini Van Drivers (Mandatory)

*(To be signed by organisations submitting an offer for this tender)*

It is hereby being declared that the Contractor can provide an adequate number of drivers, if and when required, by the Contracting Authority, as detailed in the Terms of Reference (Volume 3).

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that, apart from the penalty provision, stipulated in the contract – the contract may be 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: .....

## 6. Declaration Form (Where Applicable)

### To be completed by each individual key expert/Personnel who is employed with the Public administration

I, the undersigned, hereby declare that I do not have any Conflict of Interest as defined in the Public Administration Act, Chapter 497 of the Laws of Malta – First Schedule, Code of Ethics, Article 5.

I also declare that, I am not engaged in another project or in a position which may give rise to a possible private or personal interest sufficient to influence or appear to influence the objective exercise of my duties as public employee.

By making this declaration, I understand that as a public employee I shall avoid any financial or other interest or undertaking, which could directly or indirectly compromise the performance of my duties as public employee.

I am fully aware that the onus to disclose any possible conflict of interest lies solely on me and I shall be responsible to disclose any foreseen conflict of interest to my seniors/head of organization within one week from when the need arises as well as inform the Contractor accordingly.

Furthermore, I confirm that I shall also abide by the provisions laid down in Article 37 – Ethics Clauses of the Instructions to Tenderers.

Name of Key Expert: .....

Signature: .....

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 written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

**Beneficiary Country:** The Maltese Islands.

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

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Cash Flow Forecast:** The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

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

**Commission:** The European Commission.

**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 sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

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

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

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

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

**EC:** The European Community.

**EU:** The European Union.

**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.

**Fee-Based Contract:** A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

**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.

**Global Price Contract:** A contract under which the services are performed for an all-inclusive fixed price.

**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 Project Manager which modifies the works.

**Month:** Calendar month.

**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:** The project in relation to which the services are to be provided under the contract.

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Public Service:** Government Ministries and Departments.

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**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.

**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.

**Terms of Reference:** The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

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

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

## Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

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.

- 21(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 for any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Superior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.



**Volume 1 - Section 7**

**Form 1 - Power of Attorney (where applicable)**

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

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

Date: .....

## Form 2 - Data on Joint Venture/Consortium (Where applicable)

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--|
| 1 | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |  |
| 2 | Managing Board's Contact Details                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>                                                                                                                                                                                                                                                                                                                                                    | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 4 | Names of Partners                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |  |
| 5 | Name of Lead Partner                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | .....                                                                  |  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |  |
|   | Place of Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date of Signature:                                                     |  |
|   | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | .....                                                                  |  |
| 7 | Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*<br>* 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 |                                                                        |  |
|   | ..... - .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... - .....                                                          |  |
|   | ..... - .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... - .....                                                          |  |

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

Date: .....

### Form 3 - Sub-Contracting (Where applicable)

If the tenderer plans to sub-contract part of the works, he must provide the following details:

| Service/s intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost | Experience in similar services (details to be specified) |
|-----------------------------------------|-------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
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|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |

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

Date: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Tender Title: Provision of Transport Services using Low Emission Mini-Vans  
Contract Number: ETC/IES/T/06/16

This contract is concluded between:

Employment & Training Corporation  
Head Office  
Hal Far, BBG 3000  
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 services should be executed by the Contractor, viz.:

#### Provision of Transport Services using Low Emission Mini-Vans

and has accepted a tender by the Contractor for the execution and completion of such services 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 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 Terms of Reference,
  - (e) the Contractor’s technical offer (Organization & Methodology) (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.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. 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 (**excluding** VAT but including other taxes): €.....
  - 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).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 4% of the contract value together with the signed contract.
6. 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.
7. 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 relation 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.

Done in English in two originals: one for the Contracting Authority and one for the Contractor.

**Contracting Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.07) can be viewed/downloaded from:

<http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx>

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.

## 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: Notices and Written Communications***

Inclusive Employment Section, Employment & Training Corporation  
Head Office  
Hal Far, BBG 3000  
Malta

### ***Article 5: Supply of Information***

As per General Conditions.

### ***Article 6: Assistance with Local Regulations***

As per General Conditions.

### ***Article 7: Obligations of the Contractor***

The Contractor shall within 15 days of receipt of the contract for signature, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the Performance Guarantee shall be 4% of the contract. In the case, that the total value of the contract does not exceed €10,000, no performance guarantee is required.

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

As per General Conditions.

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

The scope of the services is defined in Volume 3 (Terms of Reference)

The Service Provider acknowledges that services are to be carried out in accordance with the terms and conditions found in this contract and shall fall under the responsibility of the Project Leader (Sheltered Employment Training Centre).

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

As per General Conditions.

**16.6** The Contractor shall provide a list of the mini-van drivers to be employed under this contract.

After the signing of the contract the Contractor has to provide the following documents within one (1) week from notification by the Project Leader:

#### **Mini Van Driver/s:**

- I. A recent Police Conduct (obtained in the last 6 months);
- II. A declaration that persons to be employed on the contract are in possession of a Special License to drive 16-seater minivans and an ADT Tag;
- III. A declaration that all vehicle licenses of transport vehicles used are paid up;
- IV. A declaration that all drivers have a valid and paid driving license.
- V. Fluent in Maltese and English language (to fill in Key Experts form as at Annex 1)
- VI. A copy of the valid and paid driving license

In the event that when a new employee is engaged during the execution of this contract, the contractor must provide the above mentioned document within one (1) week from date of engagement.

The Contracting Authority will carry out the necessary checks. In the event, that any of the drivers are not in possession of the requirements listed above, the Contractor shall be obliged to replace such drivers, so that these are in line with the contract's requirements outlined in the tender document.

In the event that it is proved otherwise during the execution of the contract, the Contracting Authority reserves the right to, apart from the penalty provisions, stipulated in the contract - the contract is terminated with immediate effect and that no claim for damages or compensation be raised from the Contractor.

The Contractor has to also submit a list of all the vehicles which will be used for the whole duration of the contract. Such a list should contain vehicle registration number and shall be submitted **one (1) week** after the signing of the contract.

All vehicles must have at least a Euro 4 engine and shall be in line with EU emission standards. The Contractor has to submit the respective technical documents and clearly indicate where it states that the vehicle meets the requested standards.

- 16.7** Vehicles being provided shall be compliant with the criteria set in the Terms of Reference, Volume 3 - Article 8. In the case that other vehicles are used other than those proposed and indicated in the offer, these have to be of the same standards. The Contracting Authority may carry out spot checks to confirm that all vehicles are as per technical requirements listed in the Terms of Reference (Volume 3).

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

- 18.1** The contract is to commence within (one) 1 week from the date of the last signature of the contract by both parties.

The period of execution of the contract shall be from signature of contract up to August 2016.

- 18.2** The period of execution of the contract shall be until the end of August 2016. The Contracting Authority reserves the right to extend the Contract by another two (2) months, subject to availability of funds and under the same rates and terms and conditions.

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

Delays in the execution of the service to be delivered under this contract shall not be permitted. The respective penalties in case of delays are specified below.

For every two (2) confirmed report of non-adherence to the results as detailed in Article 2.3 of the Terms of Reference or breach of any conditions related to the transport services to be provided. The Contractor will incur a penalty of seventy EURO (€70), payable to the Contracting Authority, against receipt of the relevant written notice. The Contracting Authority may decide to deduct the amount for the penalties due to it directly from the invoiced amounts due to the Contractor.

A daily penalty of one hundred and fifty EURO (€150) shall be charged to the Contractor if he/she fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document. In such case, the CEO of the Corporation shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three (3) working days from the notification, or else, as may be otherwise required by the Company. Moreover, the CEO reserves the right to engage other contractors and any extra expenses incurred, further to the contract rates, shall be borne by the Contractor. The daily penalty shall be applied for a period of not more than fifteen (15) days. If the Contractor still fails to remedy within these



fifteen (15) days, the Corporation reserves the right to terminate the contract and award the contract (the remaining duration of the contract) to other bidders competing in the same tender. Moreover, in such event, the bank performance guarantee shall be forfeited.

The Contracting Authority reserves the right to stop any payment/s from taking place if the Contractor is in breach of any conditions of the contract. Any penalties incurred by the Contractor shall be deducted from these bills.

The maximum aggregate amount for such compensation shall not exceed two thousand and two hundred and fifty Euro (€ 2,250).

#### ***Article 20: Amendment of the Contract***

As per General Conditions.

#### ***Article 24: Interim and Final Progress Reports***

Monthly reports detailing the list of trips (including the type of vehicle used per trip) carried out during each calendar month is to be submitted with the monthly invoice by not later than one (1) week from the end of each month.

#### ***Article 26: Payments and Interest on Late Payment***

When awarded, this contract shall be a fee-based contract.

Payments will be made in Euro and in accordance with Article 28 of the General Conditions (when applicable) into the bank account notified by the Contractor to the Contracting Authority in accordance with Article 20.7 of the General Conditions.

The payments will be made on a monthly basis in arrears, 100% against presentation of an invoice, accompanied by the relevant report detailing the list of trips carried out during the previous month, according to the schedule outline in the terms of reference, and subject to the provisions of Articles 28 to 33 of the General Conditions, when applicable.

The invoice should be addressed to the Senior Executive - Supported and Sheltered Employment Training for Disadvantaged Groups including Registered Disabled Persons (RDPs) and it should include: reference number; the tender reference number (in full); the start date and end date of the month claimed; the number of trips; VAT number of Contractor and to separately indicate the amount net of VAT, VAT amount and the Total Invoice Amount (inclusive of VAT).

The Contracting Authority reserves the right to cancel any of the trips listed in the schedule deemed unnecessary, in which case the transport provider shall exclude this from the relevant reports and the Contracting Authority will not pay for the cancelled trip(s).

#### ***Article 27: Pre-Financing Guarantee***

Not applicable.

#### ***Article 28: Audit Certificate***

Not applicable.

#### ***Article 39: Termination of Contract***

The Contracting Authority reserves the right to terminate the contract if the Contractor fails to deliver several times that is, more than three (3) times.

The contract can be terminated if the services requested fail to meet the tender specifications.

If the requested services are not satisfactory to the Project Leader as per agreed time scales, the Contracting Authority reserves the right to terminate the contract and seek transport services from other service providers.

In addition, the contract can be terminated on any of the following:

- (i) Upon the utilisation of the budget allocated for this project;
- (ii) Should for any reason the Training Activities be stopped, the Contracting Authority reserves the right to terminate the contract.

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Unit Manager  
Procurement and Purchasing Unit  
Head Office  
Hal Far, BBĠ 3000  
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 ETC/IES/T/06/16, whereby the contractor undertook the **Provision of Transport Services using Low Emission Mini-Vans** in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in words 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]

**VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY’S REQUIREMENTS  
(TERMS OF REFERENCE)**

**Table of Contents**

- 1. Background Information ..... 45
  - 1.1 - Beneficiary Country ..... 45
  - 1.3 - Contracting Authority ..... 45
  - 1.5 - Current State of Affairs in the Relevant Sector ..... 45
- 2. Contract Objectives and Expected Results ..... 45
  - 2.1 - Overall Objectives ..... 45
  - 2.2 - Specific Objectives ..... 46
  - 2.3 - Results to be Achieved by the Consultant ..... 46
- 3. Assumptions and Risks ..... 46
  - 3.1 - Assumptions Underlying the Project Intervention ..... 46
  - 3.2 - Risks ..... 46
- 4. Scope of the Work ..... 47
  - 4.1 - General ..... 47
  - 4.2 - Specific Activities ..... 47
  - 4.3 - Project Management ..... 47
- 5. Logistics and Timing ..... 48
  - 5.1 - Location ..... 48
  - 5.2 - Commencement Date & Period of Execution ..... 48
- 6. Requirements ..... 48
  - 6.1 - Personnel ..... 48
  - 6.2 - Accommodation ..... 48
  - 6.3 - Facilities to be provided by the Consultant ..... 48
  - 6.4 - Equipment ..... 49
- 7. Reports ..... 49
  - 7.1 - Reporting Requirements ..... 49
  - 7.2 - Submission & approval of progress reports ..... 49
- 8. Monitoring and Evaluation ..... 49
  - 8.2 - Special Requirements ..... 49
- Key Experts Form ..... 52
- VOLUME 3 SECTION 2 -TENDERER’S TECHNICAL OFFER.....48
- VOLUME 4 - FINANCIAL BID .....49

# Terms of Reference

**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.

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.3 - Contracting Authority

Employment & Training Corporation  
Head Office  
Hal Far, BBG 3000  
Malta

### 1.5 - Current State of Affairs in the Relevant Sector

The Employment and Training Corporation was established in 1990 by means of the Employment and Training Services Act and currently falls under the portfolio of the Ministry of Education and Employment.

The principal functions of the Corporation are to provide and develop a national public employment service and provide training courses that promote employability within the local labour market. These functions are enshrined in the Corporation's mission statement:

*“To provide and ensure equitable access to training programmes and employment opportunities and to contribute towards the social and economic development of the community”.*

- The Corporation's Head Office is at Hal Far. Services to the public are also provided from our Branch in Gozo and our regional job centres in Valletta, Mosta, Qawra, Vittoriosa and Birkirkara and any other off sites which may open in the future.

The Sheltered Employment Training provides free sheltered employment training to persons with different disabilities with the aim of improving their employability. Job coaches are assigned to assist in a hands-on way throughout the training program. The Contracting Authority offers free transport services to its clients so as to further encourage and help disadvantage persons to take on the offered training in order to improve their employability skills.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:

- The provision of twelve (12) mini-vans of which two (2) must be equipped with a tail lift. All vehicles must be suitable and equipped for persons with a disability considering that some of the clients might be wheel chair users.
- Mini vans proposed for the provision of transport service must have engines meeting EURO IV standards, according to EC Directive 2005/55/EC, as per Article 16.6 of the Special Conditions
- To offer transport services on a daily basis from the clients' locality to the Employment Sheltered Premises and back, for the duration of the contract.

## **2.2 - Specific Objectives**

The objectives of this contract are as follows:

- To use vehicles equipped for persons with a disability
- To provide tail lift vehicles which are accessible for wheelchair user clients
- Provide transport services on a daily basis, that is, from Monday to Friday
- Provide a constant and consistent quality service
- To provide the appropriate means of transport, maintained in good working condition and kept clean at all times.
- Provide qualified staff and make use of the necessary resources to carry out a professional service when carrying out the duties being requested in this contract
- Abide and be conversant with Transport Malta regulations, issued from time to time
- Operate the transports services in an efficient and professional manner
- Provide any replacement(s) of a vehicle(s) and/or driver(s) in the event of any kind of absence, respectively
- Any other related duties required by the Contracting Authority.

## **2.3 - Results to be Achieved by the Consultant**

- 2.3.1 Provide Quality Transport Services to all the clients.
- 2.3.2 Provide a Professional Service throughout the duration of the contract.
- 2.3.3 To ensure and control that:
- no bad or dangerous driving by any of the drivers operating the vehicles will be accepted.
  - no smoking is allowed on any of the vehicles used.
  - the drivers of the vehicles used for the purpose as detailed and requested in this tender, are appropriately and properly dressed.
  - no unruly behaviour, disorderly conduct, use of bad language, etc. is allowed on the vehicles used for the purpose as detailed and requested in this tender.
  - only authorised persons are allowed to use this transport services.
  - the transport service is provided on time according to the time tables set and forwarded to the Contractor in advance. Repeated delays without justifiable reasons will be penalised as described in Article 3.2 of these Terms of Reference.

## **3. Assumptions and Risks**

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

None

### **3.2 - Risks**

- 3.2.1 The exact number of clients is not yet confirmed. However, the current established number is of about ninety to hundred (90/100) clients. This number can decrease or increase, depending on the demand.
- 3.2.2 The Contracting Authority foresees that the demand for transports services using mini-vans would range from zero (0) to twelve (12) trips per twice per day during the week (Monday to Friday). The Contractor is to bear in mind that the number of trips might increase or decrease according to the exigencies of the Contracting Authority and there might be occasions when transport services will not be requested.

For every two confirmed report of non-adherence to the results as detailed in Article 2.3 of these Terms of Reference or breach of any conditions related to the transport services to be provided,

the Contractor will incur a penalty, as stated in Article 19 of the Special Conditions.

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

### **4.1 - General**

#### **4.1.1 Project Description**

This call for tenders is for the provision of Transport Services to cater for persons with disabilities of whom some are wheelchair bound. The requested transport services shall be carried out from Monday to Friday from various localities in Malta and Gozo, twice a day as specified by the Contracting Authority.

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

Transport services will be required around different localities in Malta and Gozo. The localities will be provided upon the signing of the contract.

#### **4.1.3 Target Groups**

The main client group are people with various types of disability.

### **4.2 - Specific Activities**

The Sheltered Employment Training programme will be held at Msida and Ghajnsielem Gozo and/or other training outpost/s locality. This will be communicated after the signing of the contract by the Contracting Authority.

The Contractor has to provide transport services by picking up trainees from various localities in Malta and Gozo and take them to the training venue and after take them back home, at a time instructed by the Contracting Authority.

A minimum of twelve (12) are required of which two (2) must be equipped with a tail lift. The exact number of mini vans required and the number of participants will be communicated upon the signing of the contract. However the Contracting Authority reserves the right to increase or decrease the number of trips according to its exigencies.

The Contractor has to take the clients at the training venue at least fifteen (15) minutes before the commencement of the training; that is, by not later than 9:45am (when training starts at 10:00am) and take them back at 3:30pm (when training terminates at 3.30pm). The transport services are required on weekdays, that is, Mondays to Fridays.

Other transport services may also be required when on site workplace visits are organised. Such activities will be communicated to the Contractor three (3) days before the event. The price of transport booked for such visits will be charged at the same price as quoted in the financial offer for mini-vans and for vehicles which shall be equipped with tail lifters.

Drivers are to provide reliable and provide a professional service to the clients making use of the transport services. All mini vans have to affix a sign on the windscreen so that clients can recognize the vehicle. This will be given by the Contracting Authority, Supported Employment Services after the signing of the contract

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

Senior Executive  
Supported Employment Services  
Employment and Training Corporation  
Hal Far BBG 3000.

#### **4.3.2 Management Structure**

The Senior Executive is responsible for the Supported Employment Services under the Head of Division of EU Funded Schemes & Inclusive Employment Services. Any queries, clarifications, information requests and reports during the execution of the Contract should first be directed to the Senior Executive. Decisions concerning variations, suspension, and termination of the Contract will be directed by the Senior Executive to the Head of Division to the Chief Executive Officer of the Corporation for a final decision. Any other decisions (such as the payment approvals) which do not require the approval of the Chief Executive Officer will be taken by the Senior Executive.

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

None

### **5. Logistics and Timing**

#### **5.1 - Location**

Malta

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

The intended commencement date will be within one (1) week from the signing of the contract, while the period of execution is expected to be until the end of August 2016.

### **6. Requirements**

#### **6.1 - Personnel**

##### **6.1.1 Other Experts**

Not applicable

##### **6.1.2 Support Staff and Backstopping**

As appropriate.

#### **6.2 - Accommodation**

Not applicable

#### **6.3 - Facilities to be provided by the Consultant**

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

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



## **6.4 - Equipment**

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## **7. Reports**

### **7.1 - Reporting Requirements**

*Refer to Article 24 of the special conditions.*

### **7.2 - Submission & approval of progress reports**

One copy of the progress reports referred to above must be submitted to the Senior Executive identified in the contract. The progress reports must be written in English. The Senior Executive is responsible for approving the progress reports.

## **8. Monitoring and Evaluation**

### **8.2 - Special Requirements - Green Public Procurement Requirements**

The bidders shall submit a list of the vehicles which will be used for the whole duration of the contract. All vehicles must have at least a Euro 4 engine and shall be in line with EU emission standards. The bidder must provide the technical sheets of the vehicles where emission standards are defined. For those vehicles where technical upgrade has achieved EURO IV standard the measures must be documented and included in the tender application, and this must be approved by a credible third party.

If vehicles being provided are not certified as Euro 4, but technical after-treatment has achieved the same standard, a certificate approved by a credible third party must be submitted to the Contracting Authority.

## **1. Statement on Terms of Reference (Volume 3) (Mandatory)**

It is hereby being declared that the Terms of Reference detailed in Volume 3 of the tender document are being adhered to. The services being requested shall be as per details set out in this tender.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that – apart from the penalty provisions, and otherwise, stipulated in the contract – the contract may be terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature.....

Name of Signatory.....

I.D. No.....

Name of bidder/contractor.....

Date.....

## VOLUME 4 - FINANCIAL BID

Rates for the Provision of Transport Services using low emission Mini-Vans

Tender Number: ETC/IES/T/06/16

| A                                        | B                                                                                                                                   | C                                    | D                            | E                                                                                                    | F                                                                                |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Item                                     | Description of Service                                                                                                              | Number of Trips <sup>1</sup> per day | Total number of service days | Rate per Trip* exclusive of VAT<br><br><i>(Carried forward to Tender Form)</i><br>Amount in Euro (€) | Total Rate per Trip* exclusive of VAT<br><br>Amount in Euro (€)<br><br>(Cx Dx E) |
| 1                                        | Provision of Mini Van Services from various localities in Malta and Gozo to Msida and/or Ghajnsielem and/or other training outposts | 20                                   | 90 days                      |                                                                                                      |                                                                                  |
| 2                                        | Provision of tail lifters from various localities in Malta and Gozo to Msida and/or Ghajnsielem and/or other training outposts      | 4                                    |                              |                                                                                                      |                                                                                  |
| <b>TOTAL PRICE<br/>(Item 1 + Item 2)</b> |                                                                                                                                     |                                      |                              |                                                                                                      |                                                                                  |

For Adjudication purposes only the Financial Evaluation will be carried out on the 'Total Price', that is, the total price for Items 1 and Item 2 quoted above. The contract will be fee-based and charged at the rates quoted above and the number of trips indicated above might increase or decrease according to the exigencies of the Contracting Authority.

Notes:

- (a) Tenderers are reminded that the Contracting Authority is entitled to reject any offer which is considered to be abnormally low according to Regulation 29 (1)(2) & (3) of LN296/2010.
- (b) Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.

Signature: .....

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

Date: .....

<sup>1</sup> *Rate per Trip* - is considered one way and does not include the trip back.

# ANNEX 1

## Key Experts Form

*(to be filled in upon signing of contract)*

You are kindly requested to list down in the below table the details of every driver being proposed for this contract.

### Key Expert - Drivers

| Name & Surname | I.D. Card No. | Kindly rate your fluency in Maltese as per following description: A = Basic User; B = Independent User or C = Proficient User |         |         | Kindly rate your fluency in English as per following description: A = Basic User; B = Independent User or C = Proficient User |         |         |
|----------------|---------------|-------------------------------------------------------------------------------------------------------------------------------|---------|---------|-------------------------------------------------------------------------------------------------------------------------------|---------|---------|
|                |               | Understanding                                                                                                                 | Reading | Writing | Understanding                                                                                                                 | Reading | Writing |
|                |               |                                                                                                                               |         |         |                                                                                                                               |         |         |
|                |               |                                                                                                                               |         |         |                                                                                                                               |         |         |
|                |               |                                                                                                                               |         |         |                                                                                                                               |         |         |
|                |               |                                                                                                                               |         |         |                                                                                                                               |         |         |

Drivers will be deemed as eligible if he/she is at least a Basic User in understanding, reading and writing of the Maltese and English Language.

Signature: .....

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

Date: .....