

## Employment & Training Corporation

Head Office, Hal Far, BBG 3000, Malta

Telephone: (356) 22201100

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



**TENDER NUMBER: ETC/NPI/T/18/15**

# **LEASING OF FIVE (5) NEW LOW EMISSION MOTOR VEHICLES TO THE NPI DEPARTMENT WITHIN THE EMPLOYMENT AND TRAINING CORPORATION**

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**Closing Date:** 28<sup>th</sup> August 2015 at 10:00am CET

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**Date Published:** 28<sup>th</sup> July 2015

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**Cost of the Tender Document: Free of Charge**

**IMPORTANT:**

- No Bid Bond is requested for this tender
- Clarifications shall be uploaded online and will be available to view/download from [www.etc.gov.mt](http://www.etc.gov.mt), sub-headings 'RESOURCES' and 'TENDERS AND QUOTATIONS'.

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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 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), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

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

- 1.2 The subject of this tender is the Supply and Delivery of five (5) brand new low emission leased Motor Vehicles, for the use by the Employment and Training Corporation, in Malta and Gozo, for a period of 3 years (36 months).
- 1.3 The place of acceptance of the supplies shall be the Employment and Training Corporation, the time-limits for the supply and delivery of the leased vehicles shall be within Eight 8 weeks from date of signing of the contract by both, and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit price contract.
- 1.5 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.6 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                              | 17 <sup>th</sup> August 2015 | -       |
| Last date on which additional information are issued by the Contracting Authority                               | 20 <sup>th</sup> August 2015 | -       |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 28 <sup>th</sup> August 2015 | 10:00am |

\* All times Central European Time (CET)

### **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.

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

### **6. Selection Criteria**

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

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

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

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

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

- No sub-contracting is being allowed for this tender

## **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 subcontractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a subcontractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## **8. Tender Expenses**

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The 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. Clarification Meeting/Site Visit**

- 9.1 No clarification meeting is being held.

## **B. TENDER DOCUMENTS**

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

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | Instructions to Tenderers                                                                                                                                                                                    |
| Volume 2 | Draft Contract                                                                                                                                                                                               |
|          | <ul style="list-style-type: none"><li>• General Conditions (available online from <a href="http://www.etenders.gov.mt/conditions">www.etenders.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Technical Specifications                                                                                                                                                                                     |
| Volume 4 | Model Financial Bid/Bill of Quantities                                                                                                                                                                       |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

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

- 11.1 Tenderers may submit questions in writing to the Contracting Authority by sending an email to [tenders.etc@gov.mt](mailto:tenders.etc@gov.mt) up to 12 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 9 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 and Training Corporation ([www.etc.gov.mt](http://www.etc.gov.mt)) within the respective tender's page, under the subheading "Resources", Tenders and Quotations" Section. 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, until the evaluation process is concluded.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited by hand in the tender box at the Employment and Training Corporation, Head Office, Hal Far, BBG 3000, Malta.
  - (d) All packages, as per (b) above, must bear only:
    - (i) the above address;

- (ii) the tender number of the 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 for this tender
  - (b) *General/ Administrative Information*<sup>(Note 2)</sup>
    - (i) Statement on Conditions of Employment (Volume 1, Section 4)

*Selection Criteria*
  - (c) *Financial and Economic Standing*<sup>(Note 2)</sup>
    - (i) No Evidence of economic and financial standing is required
  - (d) *Technical Capacity*<sup>(Note 2)</sup>
    - (i) No sub-contracting is being allowed for this tender
  - (e) *Evaluation Criteria/ Technical Specifications*
    - (i) Tenderer's Technical Offer in response to specifications (Volume 3)<sup>(Note 3)</sup>
    - (ii) Literature of vehicles being offered, using the form provided in Volume 1, Section 4, form 3<sup>(Note 2)</sup>
  - (f) *Financial Offer/ Bill of Quantities*<sup>(Note 3)</sup>
    - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
    - (ii) A financial bid calculated on a basis of **Delivered Duty Paid (DDP)** for the supplies tendered in the form provided in Volume 4.

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

1. *Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

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

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

## **17. Tender Prices**

- 17.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all



costs in their rates and prices.

- 17.2 The tender must be submitted in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes/charges, customs and import duties and any discounts but exclusive of 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 services to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

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

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

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

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

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

- 20.1 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 Contracting 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 by hand 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 at:

**Employment and Training Corporation  
Head Office  
Hal Far, BBG 300  
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.

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

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

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

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Employment and Training Corporation, Head Office, Ħal Far, Malta by the Evaluation Committee or its Representatives. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Employment and Training Corporation and shall also be available to view on the Corporation's website, [www.etc.gov.mt](http://www.etc.gov.mt) under sub-headings 'Resources' and 'Tenders and 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 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. 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), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

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

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

##### *(i) Eligibility Criteria*

- Statement on Conditions of Employment (Volume 1, Section 4)

##### *(ii) Selection Criteria*

- No sub-contracting is being allowed for this tender.

#### **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.

- Tenderer's Technical Offer in response to specification using the form provided in Volume 3
- Literature of the vehicles being offered using the form provided in Volume 1, Section 4, Form 3

#### **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. The financial evaluation will have to identify the best financial offer.

- Tender Form (Volume 1 Section 2)
- Financial Bid (Volume 4)

### **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 Contracting 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.

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

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

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental 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 with 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 and 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 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 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 Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Central Government Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the 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 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

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

- 36.1 The period of delivery indicated in Clause 1.3 of the Instructions to Tenderers commences from the date of last signature of contract.
- 36.2 The Contractor must inform the 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 subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the 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 Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the 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 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 Contracting Authority in terms of the Act.

### ***39. Gender Equality***

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.



## VOLUME 1 SECTION 2 - TENDER FORM

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

Tender Number: ETC/NPI/T/18/15  
 Tender Title: Leasing of Five (5) Low Emission Motor Vehicles to the NPI Department within the Employment and Training Corporation

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

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

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

## C TENDERER'S DECLARATION(S)

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

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No ETC/NPI/T/18/15. 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 supplies:  
  
Item 1: Lease of Five (5) Low Emission Motor Vehicles
- 3 The total price of our tender (inclusive of duties, other taxes and any discounts but EXCLUSIVE OF VAT) is:  
  
Total Price: \_\_\_\_\_ *(Carried forward from the Financial offer (Volume 4))*
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender. 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>
    - Statement on Conditions of Employment

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

- (c) **Financial and Economic Standing** <sup>(Note 2)</sup>
  - No evidence of economic and financial standing is required
  
- (d) **Technical Capacity** <sup>(Note 3)</sup>
  - No sub-contracting shall be allowed for this call for tenders.
  
- (e) **Evaluation Criteria/Technical Specifications**
  - Tenderer's Technical Offer <sup>(Note 3)</sup>
  - Literature of vehicles being offered <sup>(Note 2)</sup>
  
- (f) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

1. *Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. 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 two 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 Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the 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**

|                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Tenderers are to ensure that self-employed personnel are not engaged on this contract.<br/>Non-compliance will invalidate the contract.</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .....

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

Date: .....

## 2 - Literature of Vehicles being offered

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

| Item | Description                                                                                                                                                             | Reference in Technical Specifications |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1.1  | Tenderers must provide the technical sheet(s) of the motor vehicles showing clearly the specifications of the motor vehicles being offered (including any test results) |                                       |

Signature: .....

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

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

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

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

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

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

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

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

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

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

**Day:** Calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### *Part 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 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 forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.  
(b) A copy of the appeal application shall be served on the Contracting Authority and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.  
(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.  
(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the call for tenders shall be suspended.



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

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: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Tender Title: Leasing of Five (5) Low Emission Motor Vehicles to the Employment and Training Corporation

Contract Number: ETC/NPI/T/18/15

This contract is concluded between:

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

(hereinafter called “The Contracting 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 Contracting Authority is desirous that certain supplies should be supplied and delivered by the Contractor, viz.:

**Leasing of Five (5) Low Emission Motor Vehicles to the NPI Department within the Employment and Training Corporation**

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

It is hereby agreed as follows:

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

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

4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compliance with the provisions of the contract.
5. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
  - Contract price (*including* all taxes but excluding VAT): €.....
  - Contract price in words:..... Euro
 or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).
6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
7. 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.
8. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

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

**Central Government 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 Supply Contracts (Version 1.04 dated December 2013) can be viewed/downloaded from:

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

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

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

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### ***Article 2: Law Applicable***

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### ***Article 4: Communications***

As per General Conditions

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

As per General Conditions

### ***Article 8: Assistance with Local Regulations***

As per General Conditions

### ***Article 9: The Contractor's Obligations***

In addition to the conditions stipulated in Article 9 of the General Conditions which shall be applied as and where applicable, the following additional conditions shall apply:

- 9.7 The Contracting Authority shall not be responsible for any mechanical, electrical or maintenance/repairs services required as a result of normal wear and tear of the vehicles. The Contracting Authority shall promptly notify the Contractor of all cases of breakdown.
- 9.8 The Contractor is responsible for regular maintenance and, ordinary and extraordinary repairs, in a manner acceptable to the Contracting Authority. Such maintenance shall include valeting at monthly intervals, replacement of tyres, batteries and exhaust systems, which are all subject to normal wear and tear.
- 9.9 The contractor shall have adequate arrangements and facilities in Malta and Gozo to carry out the aforementioned obligations (including but not exclusively, to carry out regular maintenance, servicing and repairs (including punctures), breakdown and towing services, replacement vehicles, etc.) as and when necessary, on the low emission motor vehicle in use in Mala and Gozo and all the costs involved will be incurred by the Contractor.
- 9.10 The Contractor shall assume full responsibility and accountability regarding Health and Safety of his/her employees and/or sub-contractors including any third parties involved in the execution of this contract.

The Contractor shall be bound to conform with Act VII of 1994 (Promotion of Occupation Health and Safety) as well as any other national legislation, regulations, standards, and/or codes of practice, in effect during the execution of the contract, regarding health and safety issues, as they apply for the Contractor's particular operation situation and nature of work activities.

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

- 10.4 Supplies may originate in a Member State of the European Union or any other country as stipulated in Article 69 of the Public Contracts Regulations. The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

- 10.5 These conditions shall be considered as supplementary to the conditions listed in Article 10 of the General Conditions which shall remain in force as and where applicable.

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

- 11.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the CA with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.

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

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

- 12.3 These conditions shall be considered as supplementary to the conditions listed in Article 12 of the General Conditions which shall remain in force as and where applicable.

- 12.4 The Contracting Authority shall not pay more than €232.94, as excess, on the first demand of the insurance company in the event of any claim made under the relevant motor insurance policy.

- 12.5 The Contracting Authority or any other person authorised to drive the said leased vehicles shall not permit the carrying of goods or passengers in or on the vehicles except for the extent authorised by the insurance cover thereof and in any event not exceeding the manufacturer's specification or the vehicles planned weight and therefore, the Contracting Authority or any other person authorised to drive the said leased vehicles hereby declare that he/they are fully aware of the relative conditions stipulated in the insurance contract.

- 12.6 The Contracting Authority shall, however not be involved in matters of disputes between the Contractor and/or the insurers. The direct responsibility for such matters shall fall on the Contractor.

- 12.7 The Contracting Authority agrees to promptly report to the local Public Authorities any road accident and/or theft and/ or fire the vehicle are involved in and shall complete and sign detailed road accident reports at the Contractor's office or at the office of the insurance company issuing the insurance policy of the vehicle within twenty-four (24) hours of occurrence of such accident or theft.

- 12.8 The Contractor shall insure the vehicles on fully comprehensive coverage. A minimum of two (2) vehicles must have an insurance policy that covers drivers under 25 years of age. The Contractor is to provide a copy of the insurance policy to the Contracting Authority.

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

- 13.4 The leased low emission motor vehicles shall be for all days of the week, that is Mondays to Sundays, both days included.

- 13.5 Refer to Article 9 of these Special Conditions and to 13 of the General Conditions (when and where applicable).



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

- 15.3 The tender prices shall remain fixed as quoted in the tender offer for the whole duration of contract and according to Article 15 of the General Conditions (when applicable).
- 15.4 Refer to Article 9 of these Special Conditions and to 13 of the General Conditions (when and where applicable).

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

As per General Conditions

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

In addition to the conditions stipulated in Article 17 of the General Conditions which shall be applied as and where applicable, the following additional conditionals shall apply:

- 17.2 Any adverts, such as company logos or stickers affixed to the vehicle are at the Contracting Authority's expense. On expiry of this Contract, the Contracting Authority hereby obliges itself to remove any company logos or stickers, and to return the vehicle in the condition it was prior to the affixing of such stickers or logos.
- 17.3 The Contractor shall be held responsible for seeing that the vehicles comply in all respects with the Motor Transport Regulations and that they are duly licensed at his own expense.
- 17.4 Leased vehicles should comply with the Motor Vehicles Regulations Tax Act and with Malta Transport Authority Regulations. Vehicles with K Plates registration are accepted.

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

- 18.1 This contract shall commence within with immediate effect from the last date of the signing of the contract by both parties.

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

In addition to the conditions stipulated in Article 18 of the General Conditions which shall be applied as and where applicable, the follow additional conditionals shall apply:

- 19.3 The period of execution of the tasks shall be for a maximum period of thirty six (36) months from the Commencement date.
- The Contracting Authority reserves the right to withdraw and terminate this agreement/contract at any time during the expected duration of the contract.
- The Contracting Authority also reserves the right at its sole discretion, to extend further the period of execution of this contract, after its termination, depending on the exigencies of the Contracting Authority or until the project is concluded.
- 19.4 To deliver to the Employment and Training Corporation all leased low emission motor by the due date indicated in the letter of acceptance, but under no circumstances, by not later than Eight (8) weeks from signing of the contract. Temporary vehicles to initiate contract until delivery of actual ordered vehicles shall be permitted for the period between signing of contract and the delivery of actual new low emission motor vehicles to be leased.
- 19.5 The new low emission motor vehicles and or the temporary motor vehicles shall be made available for delivery and use within eight (8) weeks from the signing of the contract.
- 19.6 The Agreement shall be considered to have been abandoned by the Contractor, if after the date indicated in the Agreement the Contractor fails to provide the necessary vehicles. Such abandonment will render the Contractor liability to the penalty stipulated in the Conditions of the tender. The relevant Articles in the General Conditions shall apply as and when applicable.

19.7 In case the Contractor for any reason whatsoever be unable at any time to carry out the service satisfactorily, as per these conditions, the Contracting Authority shall have the right to terminate the Agreement in full or in part by giving one (1) week's notice in writing to the Contractor. (Please refer to Articles 32 to 35 of the General Conditions.)

The Contracting Authority shall, however, during such notice period, be empowered to hire the vehicles from any other source available and any other expense over the Agreement rates thus incurred shall be met by the Contractor.

The Contracting Authority may extend the Contract by a maximum of two periods of six (6) months each depending on the exigencies of the Corporation.

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

22.1 As per General Conditions.

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

24.2 As per General Conditions

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

25.2 On delivery, the low emission motor vehicles shall be inspected at the Employment and Training Corporation, Head Office, Hal Far BBG 3000.

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

26.1 Payments will be made in Euro.

26.2 Payments shall be authorized and paid by the Contracting Authority

26.3 The period in which payments are to be effected, failing which the provision of the Late Payments Directive shall be 60 days.

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

28.1 The period quoted in Article 28.1 of the General Condition may be subject to change according to the particular needs of the Contracting Authority.

28.2 A contractor would become entitled to the payment of interest at 3%.

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

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination.

### ***Article 31: Provisional Acceptance***

As per General Conditions

### ***Article 32: Warranty***

32.7 The Contractor shall guarantee that the vehicles leased under the Agreement are in good working order at all times and the Contractor shall replace any vehicle whenever the Contracting Authority considers this necessary owing to repetitive or continuous malfunctioning or latent defect or defects noticed and brought to the Contractor's attention.

32.8 In the event of any vehicle being laid up in case of an accident, breakdown, and maintenance or servicing, the Contractor is to replace within the same day, the said vehicle by a similar vehicle without having the right to claim for extra compensation for the whole period during which the leased vehicle is laid up while the necessary repairs, maintenance or servicing are

carried out by the Contractor.

- 32.9 These conditions shall be considered as supplementary to the conditions listed in Article 32 of the General Conditions which shall remain in force as and where applicable

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

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for the duration of the whole contract period.
- 33.2 The Contractor shall provide a breakdown and recovery service for 24 hours a day, 7 days a week on all the vehicles. This service may be provided either by the Contractor directly or by approved sub-contractors at the Contractor's option.

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

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition there under and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

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

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

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

### ***Article 43: Administrative and financial penalties***

A daily penalty of one hundred twenty Euro (€120) in respect of each vehicle 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 Company 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 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 during which period the Company reserves the right to terminate the contract and award the contract to other bidders competing in the same tender. Moreover, in such event, the bank performance guarantee shall be forfeited.

The maximum aggregate amount for such compensation shall not exceed five thousand Euro (€ 5,000).

This condition shall be considered as supplementary to the conditions listed in Article 43 of the General Conditions which shall remain in force as and where applicable.

### ***Article 45: Other Special Conditions***

Within thirty (30) days from delivery of the vehicles, the Contracting Authority must notify the Contractor, in writing, of any damages of defects.

The Contracting Authority expressly acknowledges liability to pay the Contractor all fines and court costs for parking, traffic and other offences incurred in relation to the said vehicles from commencement up to the termination of the Agreement.

The Contracting Authority shall be obliged to see that the leased vehicles are kept in good condition and serviced at regular intervals by the Contractor, and at his expense, as specified in the Technical Specifications

The signing of the Motor Vehicle Contract shall not debar the Contracting Authority from the right to hire additional vehicles from other sources whenever this is considered necessary.

The Contracting Authority shall be responsible for the provision and cost of fuel only.

## 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, BBG 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 Contracting Authority and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under ETC/NPI/T/18/15, whereby the contractor undertook the **Leasing of Five (5) Low Emission Motor Vehicles to the NPI Department within the Employment and Training Corporation** in accordance with Article 11 of the Special Conditions the [works/services/supplies] as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

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

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

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

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

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

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

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

Yours Faithfully,

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

## VOLUME 3 - TECHNICAL SPECIFICATIONS

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

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

### Minimum/Maximum Specifications for the Leasing of Low emission Motor Vehicles

| Description               | Specifications                                                                                                                           | Compliance:<br><br>Write YES or NO<br>(do not leave any<br>blank spaces) | Indicate Page<br>Number of<br>Technical<br>Documentation |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------|
| Make                      | New; <b>Bidder to specify Make</b> ; all vehicles to be of the same make                                                                 |                                                                          |                                                          |
| Model                     | Minimum Year of Manufacture 2014<br><b>Bidder to specify Model and Year of Manufacture</b> ; all vehicles to be of the same model;       |                                                                          |                                                          |
| Colour                    | White or Silver                                                                                                                          |                                                                          |                                                          |
| Doors                     | Minimum 4 doors                                                                                                                          |                                                                          |                                                          |
| Seating Capacity          | Minimum 4 (3passengers and a driver)                                                                                                     |                                                                          |                                                          |
| Configuration             | Right Hand Drive                                                                                                                         |                                                                          |                                                          |
| EURO Class                | Minimum EURO 5                                                                                                                           |                                                                          |                                                          |
| Transmission              | Minimum 5-speed manual (see note 2 below)                                                                                                |                                                                          |                                                          |
| Maximum Size              | 3950 (L) x 1720 (W) x 1525 (H)                                                                                                           |                                                                          |                                                          |
| Engine Capacity           | Minimum 999cc - maximum 1399cc                                                                                                           |                                                                          |                                                          |
| BHP                       | Minimum 60                                                                                                                               |                                                                          |                                                          |
| CO <sup>2</sup> Emissions | Maximum 130g CO <sup>2</sup> /km.<br><b>Bidders must provide the technical sheet of the vehicles where the CO2 emissions are stated.</b> |                                                                          |                                                          |
| Fuel Type                 | Unleaded Petrol, Diesel, Bio-Diesel or LPG                                                                                               |                                                                          |                                                          |
| Fuel Consumption          | Extra Urban - Maximum 5 ltrs/100km -<br><b>to be stated by bidder</b>                                                                    |                                                                          |                                                          |
| Air-conditioning          | Yes                                                                                                                                      |                                                                          |                                                          |
| Airbags                   | Minimum front airbags (passenger and driver)                                                                                             |                                                                          |                                                          |
| ABS                       | Yes                                                                                                                                      |                                                                          |                                                          |
| Radio                     | Yes                                                                                                                                      |                                                                          |                                                          |
| Central Locking           | Yes                                                                                                                                      |                                                                          |                                                          |
| Electric Windows          | Minimum Front Electric Windows                                                                                                           |                                                                          |                                                          |
| Power Steering            | Yes                                                                                                                                      |                                                                          |                                                          |
| Engine immobilizer        | Yes                                                                                                                                      |                                                                          |                                                          |
| Headrests                 | Yes                                                                                                                                      |                                                                          |                                                          |

1. Delivery of low emission motor vehicles to the Employment and Training Corporation must take place by not later than Eight (8) weeks from signing of the contract. The Contracting Authority reserves the right to request the delivery of all five (5) vehicles at once or as may be needed by the Contracting Authority. In case delivery cannot be effected within the Eight (8) weeks after the signing of the contract, temporary vehicles to initiate contract until delivery of actual ordered vehicles shall be permitted for the period between signing of contract and the delivery of actual low emission motor vehicles to be leased.
2. The Contracting Authority reserves the right to request two (2) cars with an automatic transmission instead of a manual transmission, during the execution of the contract, depending on the exigencies of the Corporation. The same rate per car per day shall be charged.
2. The Contracting Authority shall deliver the vehicles to the Contractor's garage for routine maintenance every 5,000 km / 3,000 miles.
3. A replacement vehicle shall be provided by the Contractor in the event of any vehicle being held up for repairs or maintenance, including during the routine maintenance referred to above.
4. A spare wheel and/or air compressor and rubber compound, and minor repairs tool kit shall be made available by the Contractor with each vehicle.
5. The contractor shall have adequate arrangements and facilities in Malta and Gozo to carry out the aforementioned obligations (including but not exclusively, to carry out regular maintenance, servicing and repairs (including punctures), breakdown and towing services, replacement vehicles, etc.) as and when necessary, on the low emission motor vehicle in use in Mala and Gozo and all the costs involved will be incurred by the Contractor.
6. The Contractor shall assume full responsibility and accountability regarding Health and Safety of his/her employees and/or sub-contractors including any third parties involved in the execution of this contract.

The Contractor shall be bound to conform with Act VII of 1994 (Promotion of Occupation Health and Safety) as well as any other national legislation, regulations, standards, and/or codes of practice, in effect during the execution of the contract, regarding health and safety issues, as they apply for the Contractor's particular operation situation and nature of work activities.

8. All motor vehicles must be compliant with safety standards stipulated by EU and Maltese legislation.

I \_\_\_\_\_ the undersigned, confirm that the vehicles offered satisfy the technical specifications listed above.

Signature: .....

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

Date: .....

Part 2 –The Contractor’s Technical Offer

**To complete the Technical Sheet above and provide a catalogue including all requested technical data for the cars being quoted.**



## VOLUME 4 - FINANCIAL BID

### Breakdown of Costs

**Tender Title:** Leasing of Five (5) Low Emission Motor Vehicles to the Employment and Training Corporation

**Tender Number:** ETC/NPI/T/18/15

| A        | B                                      | C        | D                                                                                                                                 | E                                                                                                                                | F                                                                                                                                                          |
|----------|----------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item No. | Description                            | Quantity | Leasing Rate per day per vehicle, including Duties & Other Taxes/Charges (Delivered Duty Paid-DDP), <u>excluding VAT</u><br><br>€ | Total Price per annum for 5 cars including Duties & Other Taxes/Charges (Delivered Duty Paid-DDP), <u>excluding VAT</u><br><br>€ | Leasing Total Price for thirty-six 36 months for five cars including Duties & Other Taxes/Charges (Delivered Duty Paid-DDP), <u>excluding VAT</u><br><br>€ |
| 1        | Leasing of Low Emission Motor Vehicles | 5        |                                                                                                                                   |                                                                                                                                  |                                                                                                                                                            |

Signature: .....

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

Date: .....