



REFERENCE NUMBER: MGOZ Q 76/2016

FILE NUMBER: ESN 5/2016

**QUOTATION FOR THE TRANSPORT OF
OLDER PERSONS ATTENDING THE
UNIVERSITY OF THE 3RD AGE AT THE DAY
CENTRE FOR OLDER PERSONS AT
GHAJNSIELEM FOR THE ACADEMIC YEAR
2016 - 2017**

Date Published: 05/08/2016

Quotation Opening: 25/08/2016 At 10:00am

Participation is free of charge

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from <https://mgoz.gov.mt>

Ministry for Gozo

St. Francis Square, Victoria, Gozo VCT 1335
Tel: 22100222 Email: procurement.mgoz@gov.mt

Quotation for the Transport of Older Persons attending the University of the 3rd age at the Day Centre for Older Persons at Ghajnsielem for the Academic Year 2016 - 2017

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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is the Transport of Older Persons to attend University of the 3rd age at the day centre for older persons at Ghajnsielem (Academic Year 2016 - 2017).
- 1.3 Transport shall be between all locations in Gozo and the Day Centre for Older Persons at Ghajnsielem , and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a global price contract.
- 1.5 This call for quotation is being issued under an open procedure.

## 2. Timetable

|                                                                                                                                                                                                                                                             | DATE       | TIME*   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent either: <ul style="list-style-type: none"><li>• Via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a></li></ul> | 17/08/2016 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                                                                           | 18/08/2016 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                       | 25/08/2016 | 10.00am |

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

## 3. Lots

- 3.1 This quotation is divided into lots. Bidders may submit a quotation for one lot only or for both lots.
- 3.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The bidder must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will quotations for part of the quantities required be taken into consideration.
- 3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9.

## 4. Variant Solutions

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

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit/Workshop

6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering. (included as part of the Bidder's Declaration) <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Quotation's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. <sup>(Note 2)</sup>

### (B) Selection Criteria

#### *Financial and Economic Standing*

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

#### *Proof of Technical Capacity* <sup>(Note 2)</sup>

- (ii) Meet the following minimum requirements:

- (1) The contractor shall be in possession of certification of insurance, in respect of each bus, in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).
- (2) The contractors will be required to submit with their quotation, the Police registration numbers of the vehicles to be used, stating the types of vehicles in each case and the seating capacity.
- (3) Provide a copy of the log book of the vehicles to be used for the execution of the contract <sup>(Note 2)</sup>

### (C) Technical Specifications <sup>(Note 3)</sup>

- (i) Bidder's Technical Offer in response to specifications.

### (D) Financial Offer

- (i)
- (ii) A filled-in Financial Bid Form/. <sup>Note 3)</sup>

#### Notes to Clause 7.1:

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

## 8. Criteria for Award

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

## 9. Submission of Quotation

The quotation must comprise the following duly completed documents, inserted in a single, sealed envelope:

- Statement on Conditions of Employment
- Bidder's Declaration
- Financial Bid
- Bidder Details
- Technical Literature (Documents required)
- Police registration numbers of the vehicles to be used, stating the types of vehicles in each case and the seating capacity.

All quotations must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box.

All packages must bear only:

- (i) the reference of the invitation to quotation concerned;
- (ii) the name of the bidder.

The quotations must be submitted in English and deposited in the tender box **before** the deadline. They must be submitted EITHER by recorded delivery (courier service) or hand delivered to:

**Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo**

Quotations submitted by any other means will not be considered.

No liability can be accepted for late delivery of quotations. Late quotations will be rejected and will not be evaluated.

The Bidders may alter or withdraw their quotations by written notification prior to the above deadline. No quotation may be altered after the deadline for submission.

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance to this clause regarding Submission of Quotations of the Instructions to Bidders. And the envelope must also be marked with '**Alteration**' or '**Withdrawal**'.

Quotations will be opened in a public session on the date and time indicated in the timetable at Clause 2 at the Procurement Unit, Ministry for Gozo, St. Francis Square, Victoria, Gozo. A 'Summary of Quotations Received' will be drawn up and affixed on the Contracts notice board at the Ministry for Gozo and shall also be available to view on the Ministry's website, <http://mgoz.gov.mt/en/Pages/Procurement/Notice%20Board/Notice-Board.aspx>

Reductions or alterations to quotation prices made by bidders after submission will not be taken into consideration during the analysis and evaluation of the quotations.

The Contracting Authority reserves the right to accept or reject any quotation and/or to cancel the whole quotation procedure and reject all quotations. The Contracting Authority reserves the right to initiate a new invitation to quote.

In the event of a quotation procedure's cancellation, bidders will be notified by the

Contracting Authority.

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

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

Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

## ***11. Gender Equality***

In carrying out his/her obligations in pursuance of this contract, the bidder 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. Bidders 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.

## **SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS *Right of Recourse - Regulation 21 of the Public Procurement Regulations***

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

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

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

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

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

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

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

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

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

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

6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

## SECTION 3 - SPECIAL CONDITIONS

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

### Article 2: Notices and Written Communications

2.2

Elderly and Special Needs Section  
Customer Services Directorate  
St Francis Square  
Victoria Gozo

### Article 6: Assistance with Local Regulations

6.1

As per General Conditions.

### Article 7: Obligations of the Contractor

7.8

As per General Conditions.

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

13.3

The contractor shall be in possession of certification of insurance, in respect of each bus/minibus, in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).

### Article 15: Scope of the Services

15.1

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

### Article 16: Personnel and Equipment

16.3

#### **DRIVERS**

The drivers shall be competent persons holding an adequate license and having the appropriate experience. They must be fully conversant with Traffic regulations as well as with the conditions of the contract.

It is expected that drivers are courteous at all times.

#### **VEHICLES**

a. The vehicles used for this contract shall comply in every respect with the Motor Transport Regulations.



- b. The contractor shall be in possession of certification of insurance, in respect of each vehicle (Buses (Lot 1) and Minibuses (Lot 2)), in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).
- c. Lot 1 - The Bus used for this service shall have accommodation for at least 45 seated adult passengers and be equipped with air condition. The air condition must be switched on and off as requested by the older persons being transported to and from the Day Centre.  
Lot 2 - The Minibus used for this service shall have accommodation for at least 18 seated adult passengers and be equipped with air condition. The air condition must be switched on and off as requested by the older persons being transported to and from the Day Centre.
- d. It shall not be lawful for the contractor to allow the vehicle (Bus (Lot 1) and Minibus (Lot 2)) to be boarded by unauthorised persons during the performance of the contract trips.
- e. Any additions or deletions to the existing Schedule A (Lot 1) and Schedule B (Lot 2) in this contract must be met, if the necessity arises.

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

- 18.2 The transport service will be required on Fridays only and will start from Friday, 14<sup>th</sup> October 2016 up to Friday, 2<sup>nd</sup> June 2017

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

- 19.2 The contractor shall incur a penalty of €4.66 on each occasion in which a vehicle (Bus (Lot 1) and Minibus (Lot 2)) arrives at the Day Centre after 08.45am. Any vehicle (Bus (Lot 1) and Minibus (Lot 2)) which arrives at the Day Centre for the return journey later than 20 minutes after the appointed time, will be considered as having failed to report for the performance of the trip concerned and the contractor will be liable to the penalties.

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

- 20.2 As per General Conditions.

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

- 24.1 Not applicable.

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

- 27.2 Not applicable.

## SECTION 4 -TERMS OF REFERENCE

### Lot 1 – BUS SCHEDULE ‘A’

**Route departure at 08:00 hrs to be at Day Centre by 08.45 hrs**

□ **Departure from Day Centre at 11:15 hrs**

1. St Lawrence
2. Gharb
3. Ghasri
4. Zebbug
5. Kercem and Sta Lucija
6. Victoria (bus stops at: Savina Square, Pope John Paul II Street, Republic Street, Fortunato Mizzi Street, Sir Enrico Mizzi Street, Dr Anton Tabone Street, Sta Domenica Street)
7. Fontana
8. Marsalforn
9. Munxar
10. Nadur (Pjazza, Kazin tal-Banda, Xandriku Street, Debono Printing Press)
11. Sannat (Ta’ Cenc, Pjazza)
12. Xlendi
13. Xewkija (Pjazza, MCAST, Vjal il-Labour)
14. Xaghra ( Pjazza, Kazin tal-Banda)

### Lot 2 – MINIBUS SCHEDULE ‘B’

□ **Route departure at 08.00am to be at Day Centre by 08.45am**

□ **Departure from Day Centre at 11.15am**

1. Nadur
2. Qala
3. Ghajnsielem

*Service, which is requested on Fridays only, to start from Friday, 14<sup>th</sup> October 2016 up to Friday, 2<sup>nd</sup> June 2017.*

**Additional routes may be requested and pickups confirmed upon the demand of the applicants who will be attending the University of the 3<sup>rd</sup> Age.**

1. The contractor shall provide the necessary transport: Bus for Lot 1 and Minibus for Lot 2; with drivers and shall transport older persons and other personnel in accordance with the aforementioned schedules.
2. Lot 1 -The Bus shall leave the indicated points at **08.00am** ensuring that it arrives at the Day Centre at 08.45am. The vehicle shall leave the Day Centre for the return journey at **11.15am**. Lot 2 -The Minibus shall leave the indicated points at **08.00am** ensuring that it arrives at the Day Centre at 08.45am. The vehicle shall leave the Day Centre for the return journey at **11.15am**.
3. The contractors will be required to submit in their quotation, a copy of the log book of the vehicles to be used, for the execution of the contract.
4. The contractor shall be held responsible for seeing that the vehicles and drivers comply in all respects with the Police regulations. In particular, **both types of vehicles (Bus (Lot 1) and Minibus (Lot 2)) should have a low step.**
5. The vehicles (Bus (Lot 1) and Minibus (Lot 2)) shall run strictly to the timetable which the Department has provided. It shall be within the right of the Department to alter the time/place of mustering and/or route/s. In such cases revised time tables will be provided for the contractor's information and guidance.

6. **DRIVERS**

The drivers shall be competent persons holding an adequate license and having the appropriate experience. They must be fully conversant with Traffic regulations as well as with the conditions of the contract.

It is expected that drivers are courteous at all times.

7. **VEHICLES**

- a. The vehicles used for this contract shall comply in every respect with the Motor Transport Regulations.
- b. The contractor shall be in possession of certification of insurance, in respect of each vehicle (Buses (Lot 1) and Minibuses (Lot 2)), in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).

Lot 1 - The Bus used for this service shall have accommodation for at least 45 seated adult passengers and be equipped with air condition. The air condition must be switched on and off as requested by the older persons being transported to and from the Day Centre.

Lot 2 - The Minibus used for this service shall have accommodation for at least 18 seated adult passengers and be equipped with air condition. The air condition must be switched on and off as requested by the older persons being transported to and from the Day Centre.

- d. It shall not be lawful for the contractor to allow the vehicle (Bus (Lot 1) and Minibus (Lot 2)) to be boarded by unauthorised persons during the performance of the contract trips.
- e. Any additions or deletions to the existing Schedule A (Lot 1) and Schedule B (Lot 2) in this contract must be met, if the necessity arises.

8. **POWER TO HIRE IN DEFAULT**

- a. In the event of failure by the contractor to provide vehicles as detailed in the schedule, or neglect to render any service required under this contract, the Department shall have the power to hire other vehicles, and additional expense that may have been incurred as a consequence by the Department shall be recoverable from the contractor and will be deducted from any amount due to him.
- b. The contractor shall replace any vehicle (Bus (Lot 1) and Minibus (Lot 2)) or any driver by another vehicle (Bus (Lot 1) and Minibus (Lot 2)) or driver should the Department consider that the services of any of these are not satisfactory.
- c. Should a breakdown occur to a vehicle while performing a contract trip, the contractor shall use all reasonable options to provide another vehicle for the immediate continuation of the trip.
- d. The acceptance of this quotation shall not debar the Department from the right of hiring or impressing a vehicle (Bus (Lot 1) and Minibus (Lot 2)) from any source if this is considered necessary.

9. **FINES**

- a. Should the contractor fail to provide a vehicle (Bus (Lot 1) and Minibus (Lot 2)) with driver as stated above, or should he fail to replace a vehicle (Bus (Lot 1) and Minibus (Lot 2)) or driver when so instructed, s/he shall incur a penalty of €11.65 for each failure. Moreover, the Department shall have the right to hire a vehicle (Bus (Lot 1) and Minibus (Lot 2)) with driver from third parties at the contractor's expense.
  - b. The contractor shall incur a penalty of €4.66 on each occasion in which a vehicle (Bus (Lot 1) and Minibus (Lot 2)) arrives at the Day Centre after 08.45am. Any vehicle (Bus (Lot 1) and Minibus (Lot 2)) which arrives at the Day Centre for the return journey later than 20 minutes after the appointed time, will be considered as having failed to report for the performance of the trip concerned and the contractor will be liable to the penalties.
  - c. The contractor shall be liable to a penalty of €2.33 for each occasion on which the route as indicated on the schedule or as subsequently amended, is not followed, or should unauthorised persons be allowed to the board the vehicle (Bus (Lot 1) and Minibus (Lot 2)).
  - d. The contractor shall be liable to a penalty amounting to 10% of the value of the contract for abandonment of contract. Such abandonment shall be deemed to have taken place should the contractor fail to provide the service on the appointed date or if s/he fails to provide the necessary vehicle (Bus (Lot 1) and Minibus (Lot 2)) with driver.
10. It shall not be lawful for the contractor to transfer or assign directly or indirectly, the present contract or any part, share of interest in it or any amount that may be due to him/her in respect of this service without the written consent of the Department.
11. All differences of any kind arising out of this contract shall be decided by the Directorate whose decision shall be binding and final.
12. The Directorate is not bound to accept the lowest offer for the service and shall not give reasons for acceptance or rejection of a particular quotation.

## Financial Offer

### Quotation for the Transport of Older Persons attending the University of the 3rd age at the Day Centre for Older Persons at Ghajnsielem for the Academic Year 2016 - 2017

Advert Number MGOZ Q 76/2016

#### FINANCIAL BID BREAKDOWN

| Item  | Description of Service                                                                                                                                          | Seating capacity | Remarks | Total price per return trip including any other charges but exclusive of VAT |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------|------------------------------------------------------------------------------|
| Lot 1 | Provision of a Bus Service for the Transport of older persons from several villages to the Day Centre in Ghajnsielem and back as per attached schedule 'A'.     |                  |         |                                                                              |
| Lot 2 | Provision of a Minibus Service for the Transport of older persons from several villages to the Day Centre in Ghajnsielem and back as per attached schedule 'B'. |                  |         |                                                                              |

# QUOTATION FORM

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

Publication reference: MGOZ Q 76/2016

**Quotation for the Transport of Older Persons attending the University of the 3rd Age at the Day Centre for Older Persons at Ghajnsielem (Academic Year 2016-2017).**

|                                   |                                                                      |
|-----------------------------------|----------------------------------------------------------------------|
| <b>A. QUOTATION SUBMITTED BY:</b> | <i>(This will be included in the Summary of Quotations Received)</i> |
|-----------------------------------|----------------------------------------------------------------------|

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

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

**SIGNATURE OF QUOTING PERSON** \_\_\_\_\_

**NAME AND SURNAME (BLOCK LETTERS)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
 \_\_\_\_\_

**ID N°** \_\_\_\_\_ **Tel N°** \_\_\_\_\_ **Fax N°** \_\_\_\_\_

**Date** \_\_\_\_\_ **VAT Registration N°** \_\_\_\_\_

**Police Licence/Trading Licence** \_\_\_\_\_ **Valid up to** \_\_\_\_\_

**C BIDDER'S DECLARATION(S)**

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

In response to your letter of invitation to quotation 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 quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation MGOZ Q 76/2016 of 05/08/2016 .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 quotation offer not being considered any further.
  
2. We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the following services:  
  
The Daily Transport of older persons attending the University of the 3<sup>rd</sup> Age at the Day Centre for Older Persons at Ghajnsielem (Academic Year 2016-2017).
  
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts BUT excluding VAT) is:  
  
Lot 1: € [.....]  
  
Lot 2: € [.....]
  
- 4 This quotation is valid for a period of 90 days from the final date for submission of quotations.
  
- 5 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this quotation. We confirm that we are not bidding 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 quotation procedure.
  
- 6 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.
  
- 7 We accept that we shall be excluded from participation in the award of this quotation if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
  
- 8 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the quotation procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quotation in this procedure. We recognise that our quotation 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 quotation.

9 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.

10 Our quotation submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

**(a) General Information** <sup>(Note 2)</sup>

- Statement on Conditions of Employment
- Certification of Insurance
- Police registration numbers of the vehicles to be used, stating the types of vehicles in each case and the seating capacity.

**(b) Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

- Bidder's Technical Offer

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

**Notes:**

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

11 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 10(a) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

12 We note that the Contracting Authority is not bound to proceed with this invitation to quotation 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 bidder: \_\_\_\_\_

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

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

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

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



## **Statement on Conditions of Employment**

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

It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.

The sub-contractor/s agree to all the conditions listed in this statement.

It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.

It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this quotation is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.

It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).

It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.

It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.

It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.

A list of the minimum hourly workers' costs involving the provision of the employees' services in this quotation is being attached.

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## MINIMUM HOURLY WORKERS' COSTS

The bidder is to fill in this form and attach it as indicated in the Statement on Conditions of Employment.

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

|                        |  |
|------------------------|--|
| Basic Hourly Rate      |  |
| N.I.                   |  |
| Vacation Leave         |  |
| Bonus/Weekly Allowance |  |
| Public Holidays        |  |
| Sick Leave             |  |
| Total                  |  |