



REFERENCE NUMBER: MGOZ Q 32/2017

Quotation for the Transport of older persons to attend a Mother's Day Activity

Date Published: 30th March 2017

Quotation Opening: 20th April 2017 At 10:00am CEST

Participation is free of charge

IMPORTANT

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

Ministry for Gozo

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

Quotation for the Transport of older persons to attend a Mother’s Day Activity

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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 a Mother's Day Activity, at Xagħra Parish Church on Sunday 14<sup>th</sup> May 2017.
- 1.3 Transport shall be on the 14<sup>th</sup> May, 2017 to Xagħra Parish Church and back and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a lump-sum contract.
- 1.5 This call for quotations is being issued under an open procedure.

## 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 10/04/2017 | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 13/04/2017 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 20/04/2017 | 10:00am |

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

## 3. Lots

- 3.1 This bid is not divided into lots, and bids must be for the whole of the quantities indicated. Bids will not be accepted for incomplete quantities.

## 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

- 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 Bidder'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>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2)</sup>

### (B) Exclusion (including Blacklisting) - information to be submitted as per attached form. <sup>(Note 2)</sup>

- (i) Declaration concerning exclusion grounds (as per tender structure)
- (ii) Declaration concerning Selection Criteria (if any)  
Not Applicable

### (C) Technical Specifications

- (i) Bidder's Technical Offer in response to specifications and/or a declaration that the bidder will comply with all terms and conditions of the quotation. <sup>(Note 3)</sup>
- (ii) Literature as per Form marked 'Literature List' may be requested during the adjudication stage to supplement the technical offer submitted. If requested, the Literature must be submitted within (2) two working days of being notified to do so. <sup>(Note 3)</sup> If Literature is not submitted within the specified timeframe, offer will not be considered further.

***Tenderers are NOT requested to supply Literature and Samples at Publication Stage. Should the Tender Evaluation Committee deem that Literature and/or Samples are required to supplement the technical offer already submitted, such a request will be sought from the Tenderer during the Adjudication Stage.***

***Should the tenderer submit Literature and Samples at Publication Stage, such items/information shall NOT be taken into consideration.***

### (D) Financial Offer

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)**<sup>2000</sup> for the service tendered. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form <sup>(Note 3)</sup>

**Notes to Clause 7.1:**

1. *Not Applicable for departmental tenders.*
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:

- (i) Statement on Conditions of Employment
- (ii) Bidders' Details
- (iii) Bidder's Declaration
- (iv) Technical Offer

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. Late submissions will not be accepted. 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.

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 the same manner as the quotation submission explained above, 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 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.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations*

#### Appeals from decisions taken after the closing date for the submissions of an offer

270. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable

on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.



## 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 5: Supply of Information**

- 5.1 As per General Conditions.

### **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, 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 having adequate experience and the appropriate driving licence. 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 bus, in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).
- c) The buses used for this service shall have accommodation for at least 45 seated adult passengers and be equipped with air conditioning. The air conditioning must be switched on and off as requested by the older persons being transported to and from the venue.
- d) It shall not be lawful for the contractor to allow buses during the performance of the contract trips to be boarded by unauthorised persons.
- e) Any additions or deletions to the existing bus schedule in this contract must be met, if the necessity arises.

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

18.2 This quotation will be in force on the 14<sup>th</sup> May 2017.

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

19.2 The contractor shall incur a penalty of €10 on each occasion in which a bus arrives at the mentioned venue after 9.30 am. Any bus which arrives 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 penalty of €20

### **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.

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

28.4 Not applicable.

## SECTION 4 - TERMS OF REFERENCE (Note 3)

### Note:

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

### Definitions:

In these conditions and in any specifications annexed thereto:

- a. The word 'DIRECTORATE' shall mean the Customer Services Directorate, Care for the Elderly, Gozo.
- b. The word 'CONTRACTOR' shall mean any person or persons whose quotation for the service described above is accepted.

### Conditions:

1. The private service under this contract shall be as shown on the attached schedule and shall include the transport of older persons and other personnel authorised by the Directorate.
2. Price quoted is to be in Euro currency and should include global price of the service, exclusive of VAT.
3. This quotation will be in force on the 14<sup>th</sup> May 2017
4. The contractor shall provide the necessary buses with drivers and shall transport older persons and other personnel in accordance with the aforementioned schedule.
5. The buses shall leave the indicated points at 9.00am ensuring that they arrive at Xaghra Parish Church at 9.30 am. The vehicles shall leave the Xaghra Square for the return journey after mass at around 10.45 am.
6. The contractors will be required to submit, the Police registration numbers of the vehicles to be used, stating the types of vehicles in each case and the seating capacity when requested during evaluation.
7. The contractor shall be held responsible for seeing that the vehicles and drivers comply in all respects with the Police regulations. In particular, the buses should have a low step.
8. The buses shall run strictly to the timetable which the Directorate has provided. It shall be within the right of the Directorate 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.

### 9. **DRIVERS**

The drivers shall be competent persons of adequate licence and 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.

### 10. **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 bus, in accordance with the Motor Vehicles Insurance (Third Party Risks' Ordinance, chapter 165 of the laws of Malta).

- c. The buses 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 Xaghra Parish Church.
- d. It shall not be lawful for the contractor to allow buses during the performance of the contract trips to be boarded by unauthorised persons.
- e. Any additions or deletions to the existing bus schedule in this contract must be met, if the necessity arises.

11. **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 Directorate shall have the power to hire other vehicles, and additional expense that may have been incurred as a consequence by the Directorate shall be recoverable from the contractor and will be deducted from any amount due to him.
- b. The contractor shall replace any bus or any driver by another bus or driver should the Directorate 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 despatch to provide another vehicle for the immediate continuation of the trip.
- d. The acceptance of this quotation shall not debar the Directorate from the right of hiring or impressing a bus/es from any source if this is considered necessary.

12. **FINES**

- a. Should the contractor fail to provide a bus with driver as stated in condition no. 11 above, or should s/he fail to replace a bus or driver when so instructed in accordance with condition no. 11a, s/he shall incur a penalty of €20.00 for each failure. Moreover, the Directorate shall have the right in terms of condition no. 11a to hire a bus with driver from third parties at the contractor's expense, as detailed in condition 11a.
- b. The contractor shall incur a penalty of €10.00 on each occasion in which a bus arrives at the Sanctuary after 9.45 am. Any bus which arrives at the Sanctuary 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 set forth in para 12a above.
- c. The contractor shall be liable to a penalty of €5.00 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 board the bus.
- 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 buses with drivers.

16. 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.

17. All differences of any kind arising out of this contract shall be decided by the Directorate whose decision shall be binding and final.

18. 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.

# **Transport for Older persons for Mothers Day Occasion on 14th May 2017**

**From the Parish Main Squares at 9.00 a.m to**

**Xaghra Parish Church**

## **Routes**

- Sannat, Ta' Ċenċ and Munxar
- San Lawrenz, Għarb, Għasri, (Lighthouse Street included), Żebbuġ
- Nadur Parish Square, Tigrija Road near Primary School, San Blas and Nażżarenu area, Xagħra.
- Kerċem and Sta Lucia
- Marsalforn (near Terminus), Kapuċċini (near church) and Savina Square
- St Francis Square, Manresa (near S. Kalċidonju Church) and Taċ-Ċawla (near church), Sant'Wistin, near statue of Pope John Paul II
- Xewkija
- Għajnsielem and Qala
- Xlendi (near Terminus), Fontana (near church) and Saint Augustine Square

**Departure at 9.00 A.M.**

**Return at the same places at 10.45a.m.**

**if necessary, a second trip would be held.**

## FINANCIAL OFFER

Quotation Title: Quotation for the Transport of Older Persons to attend Mother's Day Activity at Xaghra Parish Church

Reference Number: MGOZ Q 32/2017

| Item | Description                                                                                                                                                                           | Total including Duties & Other Taxes/Charges <u>but</u> exclusive of VAT (Delivered Duty Paid-DDP)<br><br>€ |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1    | Transport of Older Persons to attend Mother's Day Activity, on Sunday 14 <sup>th</sup> May 2017, from all villages in Gozo to Xaghra Parish Church and back as per attached schedule. |                                                                                                             |

N.B -Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.

## BIDDER DETAILS

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

|                                    |  |
|------------------------------------|--|
| Company's Name:                    |  |
| Contact Person's Name and Surname: |  |
| Business Address:                  |  |
| VAT Registration Number            |  |
| Telephone Number:                  |  |
| Mobile Number:                     |  |
| E-mail address:                    |  |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ID: \_\_\_\_\_

## 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 No MGOZ Q 32/2017 of 30/03/2017. 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. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 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 supplies, as per description on the Financial Bid
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
€: .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 If our quotation is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions. (Applicable for bids and quotations with value over €10,000.)
- 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 quotation. We confirm that we are not quoting 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.
- 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 quotation 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 bidders 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 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.
- 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 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>  
(i) Statement on Conditions of Employment

(b) **Technical Capacity**  
No proof of Technical Capacity is required

(c) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>  
Bidder's Technical Offer in response to specifications and/or a declaration that the bidder will comply with all terms and conditions of the quotation <sup>(Note 3)</sup>

(d) **Quotation Form, and Financial Offer** <sup>(Note 3)</sup>

**Notes:**

1. *Not Applicable for departmental tenders.*
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.*

12 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) 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.

13 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 tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.

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 tender is being attached.

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## MINIMUM HOURLY WORKERS' COSTS

The tenderer 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                  |  |

**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:                                                     |
|   | .....                                                                                                                                      | .....                                                                  |

Signature: .....

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

Date: .....

## POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.0) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

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

**Date:** .....

## DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

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Signature

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Name of Company

## *Literature*

1. List of literature to be submitted within 2 (two) working days from when notified to do so:

| Item | Description                                                                                                                                           | Reference in Technical Specifications               |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1.1  | Bidder shall provide a copy of insurance certification                                                                                                | As specified in Section 4 - Technical Specification |
| 1.2  | Bidder shall provide the Police registration numbers of the vehicles to be used, stating the types of vehicles in each case and the seating capacity. | As specified in Section 4 - Technical Specification |