



REFERENCE NUMBER: MGOZ Q 60/2017

**Call for Quotations for the Hiring Services of a Cherry Picker for
the Projects and Development Directorate at the Ministry for
Gozo**

Date Published: 5TH May 2017

Quotation Opening: 19th May 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

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

Call for Quotations for the Hiring Services of a Cherry Picker for the Projects and Development Directorate at the Ministry for Gozo

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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 hiring services of a Cherry picker on an hourly basis and with an operator, **for a one (1) year period**, as and when requested by the Projects and Development Directorate, Ministry for Gozo.
- 1.3 The place of acceptance of this service shall be wherever (in Gozo) indicated by the Projects and Development Directorate the time-limits for the service of the Cherry Picker shall be **within 48 hours** from request by the Contracting Authority, and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a fee-based service contract.
- 1.5 This call for quotations is being issued under an open procedure.
- 1.6 The contracting Authority for this call is the Projects and Development Directorate.

## 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> | 11 <sup>th</sup> May 2017 | Noon  |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 15 <sup>th</sup> May 2017 | Noon  |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 19 <sup>th</sup> May 2017 | 10:00 |

\* All times Central European 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 in Tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. <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.(Note 2)**

*(i) Declaration concerning exclusion grounds*

*(ii) Declaration concerning Selection Criteria - Not Applicable*

### **(C) Technical Specifications**

- (i) Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. (Note 3)
- (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 3 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.

### **(D) Financial Offer**

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)<sup>2000</sup>** for the services 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
- (v) Minimum Hourly Worker's Costs form
- (vi) Declaration concerning Exclusion Grounds

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**

Projects and Development Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo

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

As per General Conditions.

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

As per General Conditions.

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

Further to the General Conditions no performance guarantee is required if the value of the contract does not exceed €10,000 excluding VAT.

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

Further to the provisions of the General Conditions, the vehicle offered must be insured against the risk of damages to third parties.

### **Article 14: Intellectual and Industrial Property Rights**

Not applicable.

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

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

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

Further to the provisions of the General Conditions, the Contractor must ensure to provide an alternative Cherry picker, with the same specifications requested in this quotation document, whenever the machinery indicated in the tendered offer is not in a position to be utilised due to breakdowns or any other reason, and also must ensure that in by doing so the services are

rendered as indicated in this call's conditions and without any interruptions. This alternative machinery must be used temporarily to render these services until the original proposed machinery is available for use. The contractor must notify the Contracting Authority (all relative details must be provided) whenever such an instance occurs and must not utilize alternative machinery to render these services prior to the Contracting Authority's approval. The Contracting Authority reserves the right to reject or request the replacement of any such alternative.

The contractor shall be solely responsible for the safe operation of the plant and equipment while rendering the services instructed by the Contracting Authority, including the safety of its operators. All the plant and equipment that will be used under this Contract shall conform to all safety regulations and legislations in force and/or recognised standards / codes of practice. All charges for maintenance, upkeep, repairs and any requirements for the operation of the machinery shall be borne by the contractor.

The contracting Authority reserves the right to carry out periodic inspections to ensure adherence with this call's conditions.

Any operator engaged by the contractor to carry out the services under this contract must be in possession of all necessary permits, qualifications and skills required to carry out such duties.

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

The contract will commence on the date of the last signature of the contract and will run for a one (1) year period.. The provision of hiring services of a Cherry Picker, together with any requested related service, as detailed in the Technical Specifications, shall be completed by not later than 48 hrs from the official request. The contracting authority reserves the right to cancel any order made and not completed within this stipulated timeframe. This service may be requested on a 24 hour basis seven (7) days a week (including Public Holidays), according to the exigencies of the contracting authority.

Following award of contract, the Contracting authority also reserves the right:

- Not to place any orders for the services over the period of this agreement and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.
- To cancel the contract with the successful tenderer if he/she fails to deliver the services within the agreed time scales on three (3) separate instances.
- Should the ordered services not be delivered in the agreed time scales, the Contracting authority may seek the purchase of such services from other suppliers.
- To cancel the contract if the services delivered fail to meet the tender specifications and conditions on three (3) separate instances.

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

The Contractor shall be liable to a daily fine of Euro one hundred (€50) for each and every Contract Default. Such fines shall be imposed, without prior warnings, for mere default and/or delay, and will be deducted from the Contractor's account. Penalties will be exercised in the event of any failure to satisfactorily provide the requested services as stipulated in this Contract within any timeframes agreed in writing with the Contracting Authority, or in the event that the service is seriously found to be lacking in quantity, quality or efficiency and the Contractor fails to remedy such failure within the period stated in the Default Notice served upon him/her in writing. Moreover, the Contracting Authority 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.

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

As per General Conditions.

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

As per General Conditions.

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

26.1 This is fee based contract.

The Contractor shall issue an Invoice for services rendered on a monthly basis in arrears. The invoice is to include a breakdown of the services rendered during the previous month. Payments will be processed following checking and certification of invoice by the Contracting Authority.

Invoices are to be accompanied by a copy of a Services delivery note/chit, duly endorsed by the authorised representative of the Contracting Authority and the contractor, certifying the Contractor's claims for payment for services rendered, as established in this document. Each invoice must include a detailed breakdown (date, time of arrival, hours of service) of the services rendered for the particular month being invoiced.

The Contracting Authority reserves the right to withhold payments for any invoice, submitted by the Contractor, in the event that the Contractor fails to provide the relative endorsed certification and confirmation of the rendered services.

## **Article 30: Revision of Prices**

As per General Conditions.

## SECTION 4 - TERMS OF REFERENCE <sup>(Note 3)</sup>

### Scope of Contract

The Service being requested in this document will be when and as requested by the Department for Projects & Development for a period of 1 year. The Cherry picker is to be hired on an hourly basis, as and when required, and shall be including driver /operator in possession of all the necessary licenses and permits to carry out this kind of service. The frequency and duration of these requests for service shall be according to the Contracting Authority's exigencies. The Contractor shall be informed two (2) days in advance for the hire of the cherry picker. This service may be requested on a 24 hour basis seven (7) days a week (including Public Holidays), according to the exigencies of the contracting authority.

### Contractor's Obligations

Bidders may be requested at evaluation stage to submit full descriptive literature, including technical specification, of cherry picker being proposed and made available for services under this contract,

The vehicle offered must be covered by an insurance certificate against risk of damages to third parties. The contracting authority may request the submission of this certificate at evaluation stage.

It shall not be lawful for the contractor to transfer or assign directly or indirectly, the present contract or any part, share or interest in it, or any amount due by the Contracting Authority, to any person whomsoever.

Any operator engaged by the contractor to carry out the works under this contract must be in possession of all necessary permits, qualifications and skills required to carry out such duties. The operator will be responsible for the machinery and must ensure that the same machinery is always adequately provided with fuel and any other material which may be essential to keep it running efficiently when performing the requested services. Any fuel or material costs related to the machinery will be borne by the contractor. The rates submitted in the Financial Offer form will include all costs related to this contract and the Contracting Authority will not accept any additional requests for payment.

### Cherry Picker

The contractor is to supply to the Projects and Development Directorate, as and when required, a Cherry picker as indicated in this Quotation document. This cherry picker shall be compliant with all Maltese and European standards in effect during the contract period, and should be in a good working condition and state of repair.

The maximum height reached by the Cherry picker must be of at least 10 metres.

The cherry picker shall be duly covered with all relevant licenses and permits, including, but not restricted to, those of Environment and Resources Authority (ERA) and the Transport Authority.

The Cherry picker supplied would be paid at the hourly rate submitted in the awarded contractor's financial offer, whatever the duration on site. Unless otherwise agreed with the Contracting Authority, or verbally or otherwise instructed, the Contractor may not remove the cherry picker supplied from the site without the consent of the Contracting Authority. In the event, the Contractor shall forfeit the right to any payment for such particular services, and the Contracting Authority reserves the right to impose penalty clauses without prior warnings

Rates quoted by the contractor should be inclusive of transport, duration, operator and any other charges (regardless of site of work or type of service required), but exclusive of VAT). Bidders shall factor this and other such or similar Contract conditions in their submissions.

The contractor will be bound to supply the cherry picker within 48 hours from receipt of a written request. Failure to do so will result in penalties as specified at Article 19 of the Special Conditions of this Dossier.

The Projects and Development Directorate reserves the right to request other suppliers to provide a Cherry picker without prior warnings, at the contractor's expense, if the contractor fails to render the services

requested within the established period. In this event, the Projects and Development Directorate would not be held liable for any damages or other costs whatsoever.

**Bidders must submit, if and when requested at evaluation stage, details of ownership, licenses and permits for the Cherry Picker being proposed under the term of this contract. The license registration number of the Cherry picker will be submitted with the bidder's offer in the Bidder's Details form.**

**Since the Contract works and services are necessarily ongoing, and required in a timely manner without any delays and/or interruptions, Bidders must ensure that they can cope with any contingency, including mechanical and/or other faults, whatever the nature or circumstances, and, therefore, have readily available means, other vehicles, in order to continue providing ongoing services without interruptions.**

In the event of a vehicle breakdown during the rendering of these services the contractor is expected to provide an alternative vehicle, compliant with the specifications outlined in this document with immediate effect. Failure to comply as indicated will result in penalties being imposed by the Contracting Authority as indicated at the Special Conditions of this document.

Prior to any Contract award, the Contracting Authority reserves the right to confirm any tenderer's claims and submissions regarding the provision of a Cherry picker, contingency arrangements.

### **Duration of Contract**

This tender is for a period of one year from the last date of signature on the contract. The Projects and Development Directorate reserves the right to terminate the contract at any time giving a two month written notice in advance.

The quantities shown on the Financial Bid form are only indicative and where necessary may be increased at the same rates and conditions for the duration of this contract. Moreover, the Government reserves the right not to order the whole quantity shown and would not by doing so be held liable to any damages or other costs whatsoever.

### **Execution of Contract and Quality of Service**

The contractor is required to perform the Services, as envisaged in this contract document, at all times in accordance with the highest standard of efficiency, courtesy and cleanliness; and in conformity with any relevant national legislation, standards and codes of practice. In particular, the contractor shall avoid causing any nuisance to staff, and public by excessive and unnecessary noise, emissions and littering, amongst others.

**Subcontracting:** The contractor shall be prohibited from subcontracting to third parties any works and services, in connection with the operations and management of these Contract Clauses.

During the Contract Period, the Contractor shall be bound to continually resort to, and make use of Service Provision Chits, indicating date, time, place and nature of service, which is to be additionally confirmed and endorsed by both the Contractor and an official representative of the Contracting Authority. Such service Chits shall be compiled in duplicate, with one copy kept by the Client, and the other copy kept by the Contractor.

The Contractor shall be bound to provide the cherry picker, on a 24 hour basis, seven days a week, including Sundays and Public Holidays.

All vehicles used for this service shall conform to any existent regulations or local Legislation and shall be properly maintained and in good working condition. Each vehicle shall be equipped with all necessary accessories or tools which are commonly used during related services. The Contracting Authority's reserves the right to discharge the contractor from the site of work without any prior notice if in the opinion of the officer in charge on site, the machinery is not in good working condition.

The contractor will be responsible to inform the Contracting Authority with regards to instances where special permits will be required to perform the services requested prior to the commencement of the services. However, any such permits will be acquired exclusively by the Contracting Authority.

The officer in charge at the work site is the officer responsible for the Cleansing Services Section within the Directorate for Projects & Development thus an official representative of the Contracting Authority. The officer in charge shall provide instructions to the contractor for all work to be carried out. The vehicles may be deployed to provide different services on alternative sites during the same day.

Any maintenance, work and repairs on the machinery are to be made by the contractor at his expense. The contractor is solely responsible for all matters concerning the operation of the machinery and to ensure the presence of his operator throughout the period when the services are being rendered.

The contractor may be compelled to remove and replace immediately any employee who in the opinion of the Directorate for Projects and development may not be competent to perform the tasks assigned properly or whose behavior in terms of the instructions issued by the Contracting Authority is considered as not acceptable.

### **Complaints**

Where the contractor has been instructed verbally and/or in writing to remedy any Contract compliance failure, the contractor shall remedy the failure on the same day of the notification, and in any case not later than 24 hours from complaint, unless otherwise instructed in this contract document. The contractor is expected to deal with, and remedy in a prompt and efficient manner, any other complaint from any relevant authorised representative of the Contracting Authority.

### **Compliance with Legislation**

The contractor shall ensure that all operations are in compliance with the Transport Malta Regulations and any other legislation covering the operations as envisaged in this Contract Document, in effect during the Contract period.

### **Damages to Government or Third Party, and The contractor's Property**

All damages to government and third party property caused by the contractor, his representatives, or employees in the execution of works and services as envisaged by this contract document shall be borne entirely by the contractor.

During the Contract Period, the Projects and Development Directorate shall not entertain any claims for variations, and/or re-imbusement of expenditure in connection with any damages sustained whatever the cause, nature or extent, by the contractor's property, including furniture, plant and equipment.

Bidders are advised to include any potential expenditure relative to this instance and context in their final submissions.

### **Occupational Health and Safety**

The contractor is bound to provide all his employees with all the necessary personal protective equipment essential for the execution of the works and services as envisaged in this contract document. Moreover, the contractor is bound to comply with all the provisions of the National Occupational Health and Safety legislation in effect during the Contract Period. The Projects and Development Directorate reserves the right to ask the relevant Authority to investigate the contractor in order to ascertain full compliance by the contractor

## Literature List

List of literature to be submitted within 3 working days from when notified to do so.

Supporting documents and printed manufacturer's technical 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.

ALL BIDDERS ARE TO NOTE THAT PHOTOS SUBMITTED AS MANUFACTURER'S TECHNICAL LITERATURE **SHALL NOT SUFFICE AND ACCORDINGLY THESE MUST BE DULY ACCOMPANIED BY THE RESPECTIVE DETAILED MANUFACTURER'S TECHNICAL LITERATURE.**

| Item No. | Description                                                                               | Reference in Technical Specifications |
|----------|-------------------------------------------------------------------------------------------|---------------------------------------|
| 1.1      | Transport Malta Logbook for Cherry picker being offered.                                  | Section 4 - Terms of Reference        |
| 1.2      | Technical Literature of Cherry picker being offered                                       | Section 4 - Terms of Reference        |
| 1.3      | Insurance Certificate as indicated in Terms of Reference for Cherry picker being offered. | Section 4 - Terms of Reference        |



## FINANCIAL BID<sup>(Note 3)</sup>

Quotation Title: Quotation for the Hiring services of a Cherry picker for the Projects and Development Directorate, Ministry for Gozo

Reference Number: MGOZ Q 60/2017

### Financial Bid Breakdown

| Item No. | Description                                                                                           | Quantity * | Total Rate per hour including Taxes, Other Duties, & Discounts <u>but</u> Exclusive of VAT<br>Amount in EURO (€) |
|----------|-------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------|
| 1        | Hiring Services of a Cherry Picker as per Terms of Reference and conditions of the Quotation Document | 1 hour     |                                                                                                                  |

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

-VAT shall be paid in accordance with the applicable VAT Regulations. Please note that all economic operators are bound to abide with Financial regulations in Terms of VAT

**\*The quantities indicated above are for evaluation purposes only and may be increased or decreased during the one year period of this award according to the Contracting Authority's exigencies. Rate offered should indicate the fee for one hour service. All related charges must be included.**

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

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

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

ID No \_\_\_\_\_



## BIDDER DETAILS (Note 3)

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

Reference number: MGOZ Q 60/2017

Quotation for the Hiring services of a Cherry Picker for the Projects & Development Directorate, Ministry for Gozo

|                                                          |  |
|----------------------------------------------------------|--|
| Company's Name:                                          |  |
| Contact Person's Name and Surname:                       |  |
| Business Address:                                        |  |
| VAT Registration Number                                  |  |
| Telephone Number:                                        |  |
| Mobile Number:                                           |  |
| E-mail address:                                          |  |
| License Registration No. of Cherry Picker being offered: |  |

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

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

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

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

## BIDDER'S DECLARATION(S) (Note 3)

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 60/2017 of 5/05/2017. 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
- (ii) Minimum Hourly workers' Cost form

**(b) Exclusion (including Blacklisting)- information to be submitted as per attached form.(Note 2)**

- (i) *Declaration concerning exclusion grounds*
- (ii) *Declaration concerning Selection Criteria-Not Applicable*

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

Bidder's Technical Offer in response to specifications that the bidder will comply with all terms and conditions of the quotation. (Note 3)

**(d) Bidder Details 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: \_\_\_\_\_

## Technical Offer<sup>(Note 3)</sup>

### Declaration:

I / We declare that I/we confirm that the services will be carried out in accordance with the Technical Specifications (Section 4), and as detailed in the Financial Offer.

Name of Tenderer / Company: .....

Signature:.....

Date:.....

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

## Statement on Conditions of Employment

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.  
Non-compliance will invalidate the contract.**

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: .....

**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:** .....

## MINIMUM HOURLY WORKERS' COSTS

This refers to the least rate paid to officers employed on this contract

The tenderer is to fill in this form and attach it as indicated in the 'Eligibility' section of the Tender Response Format.

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             |  |
| <b>Total</b>           |  |



## 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