

## **IMPORTANT NOTE**

### **Tender Guarantee**

Tender Guarantee (Bid Bond) must remain valid for a period of 90 days after the deadline for submission of tenders.

Prospective Bidders are to note that the original copy of the Tender Guarantee (Bid Bond) is to be submitted by hand or by post at the Department of Contracts, Notre Dame Ravelin, Floriana FRN1600, every working day from Monday to Friday (excluding Public Holidays) up to the date indicated in clause 2 of the tender document from 08:30hrs to 12:30hrs.

Prospective Bidders are to ensure that when delivering the original copy by hand they are given a receipt.

### **Submission of e-tenders**

If a tender needs to be submitted by an MFSA-registered organisation and other Economic Operators who qualify as per Terms of Use of the ePPS, users need to log into the ePPS with the organisation eID. EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by a Joint Venture/Consortium, an account needs to be created through the ePPS for the Joint Venture/Consortium and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity, which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that Account registration for Sole Traders and Joint Ventures/Consortia is directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) while MFSA-registered organisations and other Economic Operators who qualify as per Terms of Use of the ePPS must register through the MyGov website at [www.mygov.mt](http://www.mygov.mt).

Prospective Bidders are reminded that when submitting more than one option for a particular CFT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

### **Submission of Financial Offer**

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. VAT shall be paid in accordance with the current VAT regulations.



REFERENCE NUMBER: MGA/14/2015

# TENDER FOR THE LEASING OF AN EXECUTIVE MOTOR VEHICLE WITH LOW-EMISSIONS FOR THE MALTA GAMING AUTHORITY ON BEHALF OF GAMINGMALTA

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Date Published: 27th October 2015

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Deadline for Submission: 24th November 2015 at 10:00am CET


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Tender Opening: 24th November 2015 at 10:30am CET

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## IMPORTANT

Clarifications shall be uploaded and will be available to view/download from [www.etenders.gov.mt](http://www.etenders.gov.mt)

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.



### Malta Gaming Authority

TG Complex, Suite 1, Level 3  
Brewery Street,  
Mriehel BKR300, Malta  
Tel: 2546 9000 Email: [info.mga@mga.org.mt](mailto:info.mga@mga.org.mt)

# TENDER FOR THE LEASING OF AN EXECUTIVE MOTOR VEHICLE WITH LOW-EMISSIONS FOR THE MALTA GAMING AUTHORITY ON BEHALF OF GAMINGMALTA

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## SECTION 1 – INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender<sup>1</sup>, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders version 1.13 dated 26<sup>th</sup> August 2015 (available from [www.etenders.gov.mt](http://www.etenders.gov.mt) under 'Resources').

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the <http://www.etenders.gov.mt> portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format, the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded / accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

- 1.2 The subject of this tender is the leasing of one (1) executive car (segment D) for a period of five (5) years to GamingMalta.
- 1.3 The place of acceptance of the services shall be Gaming Malta at SmartCity, Ricasoli, the time-limits for delivery of leased vehicle shall be seven (7) days from signing of contract, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a unit-price contract.
- 1.5 This call for tenders is being issued under an open procedure.

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<sup>1</sup> Unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS)

## 2. Timetable

	DATE	TIME
Workshop (Refer to Clause 6.2)	Refer to 6.2	-
Deadline for request for any additional information from the Contracting Authority <b>Clarifications to be sent either:</b> <ul style="list-style-type: none"><li>• Online from <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> or</li><li>• Via email on <a href="mailto:stephen.d.vella@mga.org.mt">stephen.d.vella@mga.org.mt</a></li></ul>	06/11/2015	23.00
Last date on which additional information are issued by the Contracting Authority	12/11/2015	16.00
Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24/11/2015	10.00
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24/11/2015	10.30

\* All times Central European Time (CET)

## 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

## 4. Variant Solutions

- 4.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender 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.
- 6.2 Prospective tenderers may register to attend a workshop that will be organised in collaboration with the Centre for Development, Research and Training at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, prospective tenderers will be given the opportunity to familiarise themselves with the new electronic tendering procedure.

Prospective tenderers are to register themselves to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person. **Only one person** will be allowed to participate for each prospective tenderer.

## **7. Selection and Award Requirements**

7.1 In order to be considered eligible for the award of the contract, tenderers 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 Version 1.13 dated 26 August 2015 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt))
- (iii) Declare agreement, conformity and compliance with the provisions of the Tender's Declaration in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (v) No subcontracting is allowed.
- (vi) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (vii) Data on Joint Venture/Consortium (if applicable) <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*

- (ii) Meet the following minimum requirements:
  - (1) The Contracting Authority reserves the right to request any information in accordance with Regulation 52(2) (b) to (j) of in the LN296/2010 <sup>(Note 2)</sup>
  - (2) The bidder shall submit a valid Public Service Garage (PSG) Licence as issued by Transport Malta.

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

- (i) Bidders must confirm conformity with the requested specifications as listed in Section 4 - Technical Specifications.
- (ii) Literature of proposed vehicle is to be submitted online through the prescribed tender response format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>
- (iii) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided including any drawings if applicable. <sup>(Note 3)</sup>

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

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)**<sup>2010</sup> for the services tendered as per Tender Response Format. [inclusive of spare parts/after-sales services/maintenance/training as applicable] <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form/Bill of Quantities (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

**Notes to Clause 7.1:**

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

**8. Tender Guarantee (Bid Bond)**

- 8.1 No tender guarantee (bid bond) is required.

**9. Criteria for Award**

- 9.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

## SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Right of Recourse - Regulation 21 of the Public Procurement Regulations*

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

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***

Any written communication relating to this tender must be sent by post or by email to:

Malta Gaming Authority  
Building SCM02-03, Level 4,  
SmartCity Malta,  
Ricasoli SCM1001

Email: [stephen.d.vella@mga.org.mt](mailto:stephen.d.vella@mga.org.mt)

### ***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, the performance guarantee shall be equivalent to 10% of the amount of the contract price, however, if a contract's duration is more than one (1) year then the performance guarantee shall be equivalent to 10% of the average annual amount of the contract price. The performance guarantee shall be either in the form of a bank guarantee.

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

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

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

As per General Conditions.

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

The motor vehicle shall be delivered to Gaming Malta within seven (7) days from the signing of contract. The leasing contract shall be for a period of five (5) years from the date of the delivery.

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

If the contractor fails to provide the car within the period indicated in the contract, the Contractor shall incur a penalty of €100 (one hundred euro) per day.

The contractor shall ensure the car complies with the specifications outlined in Section 4 Technical Specifications and is in line with legal requirements for the entirety of the contract. If the contractor fails to replace the car, in case of breakdown, within 24 hours he shall be liable to a daily penalty of €50. The Gaming Malta also reserves the right to rent an alternative car at the expense of the contractor. These penalties shall be deducted from any payments due to the contractor.

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

As per General Conditions.

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

Payments will be made in accordance with the General Conditions.

## SECTION 4 – TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE <sup>(Note 3)</sup>

### Terms of Reference

**Note:**

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

#### **1. Background Information**

##### **1.1 - Beneficiary Country**

Malta & Gozo.

##### **1.2 - Central Government Authority**

Department of Contracts.

##### **1.3 - Contracting Authority**

Malta Gaming Authority on behalf of GamingMalta.

#### **2. Contract Objectives and Expected Results**

##### **2.1 - Overall Objectives**

The overall objectives of the project of which this contract will be a part is the leasing of one (1) segment D motor vehicle.

##### **2.2 - Technical Specifications Required.**

The proposed vehicle must be brand new and contractor must ensure it has the following minimum specifications:

<b>Engine Capacity</b>	1600cc - 2000cc
<b>Engine Type</b>	Diesel
<b>Transmission</b>	Automatic
<b>Emission Type</b>	Euro 6 compliant
<b>Colour</b>	Charcoal Grey
<b>Body</b>	Saloon
<b>Seating Capacity</b>	5 persons including driver
<b>Power Steering</b>	Standard
<b>Factory fitted Radio</b>	Standard
<b>Air-Conditioning</b>	Standard
<b>Front electric windows</b>	Standard
<b>Blue Tooth Connection</b>	Standard
<b>Spare Wheel</b>	Standard
<b>Safety</b>	Fitted with three point adjustable safety belts, height adjustable headrests and dual front airbags (minimum)

Noise emissions must be lower than those corresponding to this vehicle category as provided for in EU Directive 2007/34/EC.

The Contractor shall also be responsible for the following:

- The contractor shall, at his own expense, be responsible for any maintenance, electrical and mechanical of the vehicle provided and ensure that it is kept in optimum working condition at all times,
- The contractor is obliged, at his own expense, to provide a monthly wash-up and internal cleaning of vehicle,
- In case the leased vehicle under this Tender is in need of repairs or maintenance or breakdowns, the contractor is under the obligation to provide a replacement vehicle until such time that the vehicle is returned to Gaming Malta,
- The motor vehicle shall be covered by a fully comprehensive insurance policy and this should cover persons who are 20 years and over,
- Excess claim fees shall not exceed €125 per claim.

### ***3. Logistics and Timing***

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

The intended commencement date is seven (7) days from signing of contract and the period of execution of the contract will be five (5) years from this date.

## SECTION 5 – SUPPLEMENTARY DOCUMENTATION

**5.1 – Draft Contract Form**

**5.2 – Glossary**

**5.3 – Specimen Performance Guarantee**

**5.4 – Specimen Tender Guarantee (Bid Bond) – where applicable**

**5.5 – Specimen Pre-Financing Guarantee – where applicable**

**5.6 – Specimen Retention Guarantee – where applicable**

These are available to view and download from:

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

**5.7 – General Conditions of Contract**

The full set of General Conditions for Works Contracts (Version 1.05 dated 20 January 2015), for Supplies Contracts (Version 1.05 dated 20 January 2015) and for Services Contracts (Version 1.06 dated 20 January 2015) can be viewed/downloaded from:

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

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

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

## FEE-BASED CONTRACTS

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.

Fee for the leasing of one (1) executive Segment D motor vehicle as outlined in the Tender Document

Advert Number: MGA/14/2015

€..... per month.

(Amount in words: ..... Euro per month).

CARRIED FORWARD TO FINANCIAL SECTION OF ONLINE TENDER RESPONSE

The above amount must not be broken down further.

Name of Bidder: \_\_\_\_\_