



ELECTORAL COMMISSION
Evans Building
Merchants Street
VALLETTA VLT2000
MALTA

Reference No: 01/2018

CALL FOR QUOTES BY THE ELECTORAL COMMISSION FOR THE LEASING OF VEHICLE

Date Published: Friday, 12th October 2018

Deadline for Submission: Friday, 26th October 2018 at 12:00pm CET

Opening Session: Friday, 26th October 2018 at 12:00pm CET

OFFICE OF THE ELECTORAL COMMISSION

EVANS BUILDING, MERCHANTS STREET, VALLETTA VLT2000, MALTA

TEL: 2558 3100 EMAIL: electoral.office@gov.mt

1. Terms and Conditions:

1.1 The subject of this Call for Quotes is for the Leasing of Vehicle for the Electoral Commission.

1.2 The **LEASING OF ONE (1) VEHICLE FOR A PERIOD ONE (1) YEAR**, however, this contract may be extended for further periods. The Electoral Commission reserves the right to terminate the contract before contract period elapses.

1.3 The quantity of the vehicles is indicative. **The Electoral Commission reserves the right to increase the number of vehicles, as and when required, for the duration of the contract.** Bidders must quote all components of the price including taxes, customs and import duties, and any discounts, but excluding VAT. Moreover the successful bidder referred to as the Contractor will be bound to conform in all aspects to fiscal legislation and other regulations.

2. SPECIFICATIONS AND CONDITIONS:

2.1 Car to be available at Electoral Commission within ONE (1) DAY from Confirmation of Award.

2.2 The car should be right hand driven, hatchback, air-conditioned, five-door and 5-speed manual transmission type with a petrol engine capacity of not less than 1300cc and not more than 1500cc. The seating capacity should be of no less than 4 persons, inclusive of driver. The car supplied should not be older than 24 months from the date of manufacture. The services of a driver are not required.

2.3 The car should also be equipped with:

- Heated rear window;
- Full size spare wheel, tool kit and jack;
- Radio, seatbelt alarm (at least on front seats);
- Functional odometers

2.4 Bidders are to submit information of the type of car they intend to offer for Leasing in the schedule provided (marked 'Technical Questionnaire'). The information shall acknowledge conformity to each respective requirement as listed in clauses 2.2 and 2.3.

2.5 The car should be free of defects and in good working order.

2.6 The successful Contractor will be obliged to wash and clean the car upon request.

2.7 The car offered under this contract shall be fully and comprehensively insured to cover authorised drivers as indicated by the Electoral Commission. Any excess not covered by such insurance policy shall be made good by the contractor.

2.8 The Electoral Commission shall not be involved in matters of dispute between the Contractor and/or the Insurers, the direct responsibility for such matters falling on the Contractor.

2.9 The Contractor must be able to replace the leased vehicle should it break down and/or require repairs or maintenance within one hour from call at his expenses or whenever the Electoral Commission considers this necessary. The replacement vehicle must have the same specifications (or higher) of the leased vehicle.

2.10 The expenses incurred in replacing any tyres as a result of wear and tear shall be borne by the Contractor. In the circumstances of punctures arising during normal use of the vehicle, the turnaround time allowed for the replacement of a faulty tyre should not be more than one (1) hour from the reported time.

2.11 The Contractor shall be held responsible for seeing that the car complies in all respects with the latest edition of the Motor Transport Regulations issued by Transport Malta or the competent authority and that the car is road licensed, all charges being at the Contractor's expense.

2.12 Any fees related to CVA exemption (or any other Controlled Vehicular Access (CVA) system for Valletta) will be incurred by the Electoral Commission. This condition shall also apply to replacement cars provided for short periods of time.

2.13 Car offered may be inspected in advance by the Chief Electoral Commissioner, or his representative to ascertain its suitability and conformity to this contract.

2.14 The car is to be registered with a local breakdown recovery service, covering Malta and Gozo, and available 24/7 basis. The service shall also cover towing from Gozo to Malta (or vice-versa), wherein all expenses related to trip fees for both the car and/or the tow truck, are to be borne by the contractor.

2.15 The Contractor shall not be responsible for the provision of fuel.

3. Instructions to Bidders:

3.1 Please note that quotations should be in **Euro currency**. Prices quoted are to be quoted Duty Delivery Paid and VAT is to be quoted separately. Where a payment transaction does not include a currency conversion, the payee shall pay the charges levied by his payment service provider.

3.2 Quotations are to be deposited by hand in the Tender Box at the Electoral Commission, Evans Building, 2nd Floor, Merchants Street, Valletta, VLT2000.

3.3 Quotations must be valid for a minimum of 90 days.

3.4 Delivery costs must be included in all received quotations.

3.5 The Electoral Commission reserves the right to impose penalties amounting to €20.00 per calendar day if services are not rendered as stipulated in the quote submitted by the contractor.

3.6 Clarifications can be sought up to THREE (3) WORKING DAYS before the closing date. Any queries and requests for clarifications are to be sought only via email on electoral.office@gov.mt. All clarifications will be posted by the Electoral Commission within a reasonable time on the notice board at the Electoral Commission, Evans Building, 2nd Floor, Merchants Street, Valletta.

3.7 All quotations must include the Manufacturer's Details. The Department reserves the right to disqualify any quotations which do not include such details.

3.8 Bidders must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts but excluding VAT. Bidders not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the Electoral Commission may have to pay either in Malta or the country where the bidder is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the Electoral Commission including any VAT that may have to be paid not through the winning bidders. Except as may otherwise be provided for in the contract, no payment will be made for the items which have not been costed.

3.9 If the bidder offers a discount, the discount must be absorbed in the rates of the Financial Bid. The prices for the contract must include all of the supplies/works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

4. Performance Guarantee

4.1 In case that the contract value exceeds €10,000 including VAT, the awarded contractor will be required to furnish within 7 days of receipt of the notification of award of contract, a performance guarantee equivalent to 10% of the contract value (including VAT). This is to be provided in the format as shown in Form 1 *Specimen of Performance Guarantee* (further down).

4.2 In case that the contract value does not exceed €10,000 including VAT, no performance guarantee is required.

5 Literature

5.1 Relevant Literature about the Product being offered is to be submitted with the quotation.

6 Services offered that do not conform to specifications will not be considered.

7 Call will be awarded to the cheapest offer which is fully compliant with the Administrative, Technical and Financial requirements.

8 Please note that it is entirely the Bidder's responsibility to ascertain that the quote is submitted BEFORE the deadline for submission of quotations.

The Electoral Commission
Evans Building
2nd Floor
Merchants Street
Valletta

FORM 1 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Electoral Commission
Evans Building
Merchants Street
Valletta VLT2000
Malta

[Date]

Dear Sir,

Our Guarantee Number **for €**.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Chief Electoral Commissioner and **[Name and Address of Contractor]** hereinafter referred to as "the Contractor" as per the latter's application and your acceptance under **[File Reference]**, whereby the contractor undertook the **[title of contract]** in accordance with Article 11 of the Special Conditions the **[works/services/supplies]** as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of **€[amount in works and numbers]** in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

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

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

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

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

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

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

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

Yours Faithfully,

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

TECHNICAL QUESTIONNAIRE
CALL FOR QUOTES BY THE ELECTORAL COMMISSION
FOR THE LEASING OF VEHICLE

REFERENCE NO: 01/2018

List of literature featuring the following requisites to be submitted with the application:

Item	Description	Reference in Technical Specifications	Yes/No
1.1	Hatchback	Clause 2.2	
1.2	Air-conditioned	Clause 2.2	
1.3	Five-door	Clause 2.2	
1.4	5-speed manual transmission	Clause 2.2	
1.5	Petrol engine capacity	Clause 2.2	
1.6	Make (Type of Car)	Clause 2.4	
1.7	Seating capacity	Clause 2.2	
1.8	Year of manufacture	Clause 2.2	
1.9	Heated rear window	Clause 2.3	
1.10	Full size spare wheel, tool kit and jack	Clause 2.3	
1.11	Radio	Clause 2.3	
1.12	Seat belt alarm	Clause 2.3	
1.13	Functional odometers	Clause 2.3	

Signature

FINANCIAL BID
CALL FOR QUOTES BY THE ELECTOTAL COMMISSION
FOR THE LEASING OF VEHICLE

REFERENCE NO: 01/2018

Breakdown of Costs

All prices to be submitted in Euro Currency.

Bidder Information:

Full Name: _____

Address: _____

Full Name of Contact Person: _____

Contact Telephone Number: _____

Email Address: _____

VAT number: _____

Call Reference and Date: _____

Item No.	Description	Quantity	Daily Cost per Car including Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) but excluding VAT €
	LEASING OF VEHICLE FOR A PERIOD OF ONE YEAR	1 car	
GRAND TOTAL INCLUDING, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP) BUT EXCLUDING VAT			

Signature