

26 ta' April, 2019

NO. 02/2019 QUOTATION

Il-Kummissjonarju Elettorali Prinċipali javza li ***Offerti Ssigillati***
jintlaqgħu fl-Uffiċċju tal-Kummissjoni Elettorali sal-: ***10.00 a.m. ta'***
nhar il-Ħamis id-9 ta' Mejju, 2019,

għall-provista ta' ***karozzi bix-xufier***

nhar is-Sibt 25 u l-Ħadd 26 ta' Mejju, 2019

ELECTORAL COMMISSION

QUOTATION NO. 02/2019

**FOR THE HIRE OF CHAUFFEUR-DRIVEN CARS
FROM SATURDAY 25TH TO SUNDAY 26TH MAY, 2019**

CONDITIONS OF CONTRACT

Definitions

In these conditions and in any specifications annexed thereto,

- i The word COMMISSION shall mean the ELECTORAL COMMISSION as established by means of Article 60 of the Constitution of Malta.
- ii The word CONTRACTOR shall mean any person or persons whose tender for the service referred to is accepted by the Chief Electoral Commissioner.

Terms and conditions

1. The Contractor shall undertake to provide, at any time of the day or night and for such duration as may be required by the Chief Electoral Commissioner (or his representative), any number of chauffeur-driven five-seater saloon cars as requested of him by the Chief Electoral Commissioner (or his representative).
2. The Contractor shall ensure that he is available on call for the effective and proper execution of the contract on Saturday 25th and Sunday 26th May, 2019, and during the counting process.

3. The car or cars ordered by the Chief Electoral Commissioner (or his representative) shall report at the designated meeting point within 20 minutes of the Contractor being informed by telephone or by any other means of communication by the Chief Electoral Commissioner (or his representative), unless a longer period of time will not have been allowed for, at the Chief Electoral Commissioner's (or his representative's) exclusive discretion.
4. Should the Contractor fail to provide such cars as and when required, he shall suffer forfeiture of payment and shall be liable to a penalty of €50.00 for each and every omission.
5. The drivers provided by the Contractor shall be smartly dressed and duly licensed.
6. The Chief Electoral Commissioner shall not be responsible to provide meals or any other means of subsistence to the drivers engaged by the Contractor during the services rendered.
7. The Contractor shall ensure that the drivers whom he engages for the execution of this contract shall wear whatever identification tags and/or other apparel as prescribed for the purpose.

8. The Contractor shall be held responsible for ensuring that the cars provided by him under the tender contract as well as the drivers of the cars will comply in all respects with the various provisions of local Motor Transport Regulations. In this respect, only cars duly licensed under the term *CARS* as defined by the Commissioner of Police or by such other competent individual or body corporate or organisation which is vested with the authority and responsibility to determine this definition shall be used by the Contractor.
9. The Contractor shall ensure that each car provided by him under this tender issue shall be covered by an insurance policy as provided in the Motor Vehicles Insurance (Third Party Risks) Ordinance (Chapter 165 of the Laws of Malta).
10. All cars provided by the Contractor under this tender issue shall be clean and in good working order, and the Contractor shall be obliged to replace immediately, without any extra charge therefor, any car provided by the Contractor should the Chief Electoral Commissioner (or his representative) deem this to be for whatever necessary.
11. The Contractor shall also ensure that the drivers of the cars will comply in all respects with all local legislation regulating social and labour issues, insofar as this legislation would be applicable to their status as employees of the Contractor.

12. It shall not be lawful, at any point in time during the execution of the contract, for the Contractor or his employees to allow persons not authorised by the Chief Electoral Commissioner or his representative to board, during the carrying out of a contract trip, the cars which the contractor has provided.
13. No payment shall be made for time lost and/or for time used in driving from the Contractor's base to the place or places indicated by the Chief Electoral Commissioner (or his representative), and back to the Contractor's base.
14. For each assignment received, the Contractor shall compile, for the benefit of the Chief Electoral Commission (or his representative), triplicate forms, showing the dates, times and places visited, which will have been filled in and signed off by the official/s using the car. The ORIGINAL of these forms will be kept by the official concerned, whilst the FIRST COPY shall be attached to the Contractor's invoices which will eventually be presented for payment to the Chief Electoral Commissioner. The SECOND COPY shall be retained by the Contractor for his records.
15. Any penalties and/or fines incurred by the Contractor may be deducted, at the Chief Electoral Commissioner's sole and exclusive discretion, from any amounts due to the contractor.

16. Prospective tenderers shall quote, for the purposes of this quotation, in accordance with the attached schedule, and for this purpose, shall ensure that the appropriate documents are all properly filled in. Once his quotes are formally accepted by the Commission, the Contractor may not, at any time during the tenure of the contract, and for any reason whatsoever, ask that the rates be revised.
17. Prospective tenderers shall ensure that they will compile the document annexed to this quotation issue listing the make, model, colour, manufacturing date and registration number of the cars they currently have available for the purposes of executing this service.
18. Prices quoted shall be all inclusive, including fuel, etc and all taxes, but excluding VAT. Unless otherwise indicated in the Offer all prices quoted shall be deemed to have all taxes included.
19. The acceptance of any or more quotes under this tender issue shall not debar the Chief Electoral Commissioner (or his representative) from hiring chauffeur-driven cars from any other source, whenever and however this is considered necessary.
20. The Commission reserves the right to refuse all offers even the most advantageous one and to award part or all the tender to the same bidder, or to split the tender award between two or more bidders.
21. The Contractor cannot transfer to third parties any or all of his obligations under this contract without prior consent of the Chief Electoral Commissioner.

22. Upon submitting his offer on the specified documents which have been duly completed and signed by him, the tenderer is certifying that he has not fixed or adjusted the amount of the Offer by, under or in accordance with any agreement with any other person who submitted or shall be submitting a bid. The tenderer also undertakes not to communicate to any person the amount or approximate amount of his proposed Offer and binds himself not to enter into agreement or arrangement, formal or informal, legally binding or not, with any person such that one or the other shall refrain from submitting an Offer or as to the amount of any Offer to be submitted. The word “person” mentioned herein includes any person, body, association or any legal entity. If the Electoral Commission finds that the above has in fact resulted, it shall have the right not to award the Offer, to stop the contract and to withhold the payment due as it deems fit.
 23. The contractor, in submitting his offer, is certifying that he is aware that it is illegal to enter into any form of collusive arrangement with competitors including the manipulation of the procedure of this call for quotations (bid rigging). Any enterprise breaching the Competition law may be fined an administrative fine (multa) under the Competition Act (Cap. 379).
 24. Any differences arising out of the interpretation or implementation of these conditions shall be decided upon by the Commission, whose decision in this regard shall be final and binding on both parties.
 25. An offer may not be considered if any details are left blank in the specified spaces in the schedule.
 26. The execution of this contract shall be carried out by the Electoral Commission which shall be represented by the Chief Electoral Commissioner or his representative.
1. *Terms and Conditions:*

This call for quotations is for transport services to the Electoral Commission as per attached technical specifications.

2. *Instructions to Applicants:*

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

2.2 Quotations are to be either sent via email on electoral.office@gov.mt or deposited by hand in the Tender Box at the Electoral Office, Evans Building, Merchants Street, Valletta VLT2000.

2.3 Quotations must be valid for a minimum of 150 days.

2.4 Delivery costs must be included in all received quotations.

2.5 Should the ordered services not be rendered as stipulated in the quote submitted by the awarded applicant as agreed, the Electoral Commission reserves the right to:

- impose Penalties.
- seek the purchase of such services from other suppliers.
- cancel the contract.

2.6 Clarifications can be sought up to **TWO 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 Office, Evans Building, Merchants Street, Valletta.

2.7 Applicants must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts but **exclusive** of VAT. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

2.8 If the applicant 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/services to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

2.90 Applicant is to submit a signed copy of the Statement on Conditions of Employment and Minimum Hourly Workers' Costs forms attached hereunder.

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

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

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

The Electoral Commission, Merchants Street, Valletta

Form 1 - Statement on Conditions of Employment

1. 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.
2. 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.
3. The sub-contractor/s agree to all the conditions listed in this statement.
4. 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.
5. 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.
6. 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).
7. 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.
8. 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.
9. 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.
10. 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

FORM 2 - MINIMUM HOURLY WORKERS' COSTS

The applicant is to fill in this form and attach it as indicated in the Instructions to Applicant section of the document.

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

Basic Hourly Rate	
Vacation Leave	
Bonus/Weekly Allowance	
Public Holidays	
Total	

NAME OF TENDERER IN FULL: _____

ADDRESS: _____

FIXED TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

TELEFAX NUMBER: _____

**POLICE TRADING LICENCE
NUMBER:** _____

LICENCE VALID TILL: _____

VAT REG. NUMBER: _____

SIGNATURE OF TENDERER: _____

IDENTITY CARD NUMBER: _____

DATE: _____

ELECTORAL COMMISSION

QUOTATION NUMBER 02/2019

SCHEDULE OF RATES (INCLUSIVE OF VAT) FOR

HIRE OF CHAUFFEUR-DRIVEN CARS

On Saturday 25th and Sunday 26th May, 2019, including during the counting process

	RATE PER HOUR (including all applicable taxes but excluding VAT)
(a) For FIRST HOUR of attendance	€ _____
(b) For each additional hour up to FOUR HOURS	€ _____
(c) For any additional hour exceeding FIRST FOUR HOURS	€ _____

C O N D I T I O N S

1. If a car booked on any one day is retained beyond midnight, the hours after midnight shall be paid at the rate specified in (a), (b) or (c) above, as the case may be.
2. No charges for mileage, fuel and breakages will be accepted.

