



Reference No: 03/2024

CALL FOR QUOTES FOR THE HIRE OF CHAUFFEUR-DRIVEN CARS FOR THE ELECTORAL COMMISSION

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Deadline for Submission: 9th April, 2024 at 12:00pm CET

Opening Session: 9th April, 2024 at 12:00pm CET

OFFICE OF THE ELECTORAL COMMISSION

COUNTING HALL COMPLEX, EX. TRADE FAIR GROUNDS, NAXXAR, MALTA

TEL: 2558 3000 EMAIL: electoral.office@gov.mt

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 subject of this Call for Quotes is the Hiring of Chauffeur-Driven Cars for the Electoral Commission. 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), the 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. The time-limits for the execution of the contract shall be for a period of two calendar years starting from the last date of signature of the contract with the possibility, at the discretion of the Electoral Commission, to be extended for a further period of one year at the same rates, terms and conditions.
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.

Instructions to Bidders

1. Should the Contractor fail to provide such cars as and when required, he shall be liable to a penalty of €50.00 for each and every omission.
2. The drivers provided by the Contractor shall be smartly dressed and duly licensed. Drivers should not divulge any information they might come across during transportation.
3. 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.
4. The Contractor shall ensure that the drivers whom he engages for the execution of this contract shall wear identification tags and/or other apparel as prescribed for the purpose, by statute or otherwise, by the Public Transport Authority or by any other individual or body corporate or organisation which is vested with the authority to issue such directives.
5. The Contractor shall be held responsible for ensuring that the cars provided by him as well as the drivers of the cars are in line 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.
6. The Contractor shall ensure that each car provided by the Contractor under this call for quotes shall be covered by a valid insurance policy as provided in the Motor Vehicles Insurance (Third Party Risks) Travel Regulation Ordinance (Chapter 65 of the Laws of Malta).
7. All cars provided by the Contractor under this call for quotations 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.

8. 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.
9. It shall not be lawful, at any point in time during the execution of the contract, for the Contractor or his employees to allow unauthorised persons to board, during the carrying out of a contract trip, the cars which the contractor has provided.
10. 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.
11. 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 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.
12. 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.
13. Prospective tenderers shall ensure that the appropriate documents are all properly filled in. Once his/her 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.

14. Prospective applicants shall ensure that it complies the document annexed to this call for quotes listing the make, model manufacturing date and registration number of the cars he/she currently has available for the purposes of executing this service.
15. Prices quoted shall cover all running costs including fuel but excluding VAT. Unless otherwise indicated in the Offer all prices quoted shall be deemed to have all taxes/charges included.
16. The Electoral Commission reserves the right to hire chauffeur-driven cars from third party at the contractor's cost/s in the event that the Contractor fails to provide such services under this contract.
17. The Commission reserves the right to refuse all offers even the most advantageous one. The Commission reserves the right to award the contract to the same bidder, or to award contracts lot by lot.
18. The Contractor cannot transfer to third parties any or all of his obligations under this contract without prior consent of the Chief Electoral Commissioner.
19. 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.
20. An offer may not be considered if any details are left blank in the specified spaces in the schedule.
21. 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 hire of chauffeur-driven cars for the Electoral Commission.

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 procurement.electoral@gov.mt or deposited by hand in the Tender Box at the Electoral Office, Ex-Trade Fair Grounds, Naxxar.

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 procurement.electoral@gov.mt. All clarifications will be posted by the Electoral Commission within a reasonable time on the notice board at the Electoral Office, Counting Hall Complex, Ex-Trade Fair Grounds, Naxxar.

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.

2.9 The applicant is to submit a signed copy of the attached forms:

- Statement on Conditions of Employment.
The Contractor shall ensure that the personnel engaged during the whole execution of the contract are employed according to the national laws and conditions.
- The Minimum Hourly Workers' Costs
- Details of the Organisation
- Schedule of Rates; and
- List of Cars offered.

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

4. The contract will be awarded to the bidder submitting the most advantageous offer which is fully compliant with the Electoral Commission's 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, Ex-Trade Fair Grounds, Naxxar

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	

FORM 3 - DETAILS OF THE COMPANY

NAME OF TENDERER IN FULL: _____

ADDRESS: _____

FIXED TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

POLICE TRADING LICENCE
NUMBER: _____

LICENCE VALID TILL: _____

VAT REG. NUMBER: _____

SIGNATURE OF TENDERER: _____

IDENTITY CARD NUMBER: _____

DATE: _____

**FORM 4 - SCHEDULE OF RATES (INCLUSIVE OF ANY APPLICABLE TAXES BUT
EXCLUDING VAT) FOR THE**

HIRE OF CHAUFFEUR-DRIVEN CARS

The performance of the contract shall be for a period of two calendar years starting from the last date of signature of the contract with the possibility, at the discretion of the Electoral Commission, to be extended for a further period of one year at the same rates, terms and conditions.

	RATE PER HOUR (including all applicable taxes but excluding VAT)
(i) Normal office hours*	€
(ii) After office hours, Saturdays and Sundays and Public Holidays.	€

*Indicate the normal office hours; _____.

Conditions

1. The hourly rates are fixed inclusive of all taxes/charges as applicable and may not, following adjudication of the contract at any time of the contract period ask for a revision in rates.
2. The Electoral Commission shall not be responsible for any mechanical, electrical or preventive and breakdown maintenance services needed on the vehicles.
3. The Electoral Commission shall not be responsible for costs such as fully comprehensive insurances, licences, regular vehicle washes and routine servicing. The Contracting Authority will not pay any excess in the case of a collision/damage to the vehicles.
4. No charges for mileage, fuel and breakages will be accepted.

FORM 5:

LIST OF CARS OFFERED BY TENDERER

No.	Make	Model	Reg. Plate No.	Colour	Year of Manufacture
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1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Signature of tenderer: _____

Name in full: _____

Identity Card Number _____ Date: _____