



**CALL FOR QUOTES – QMFA 082/2015**  
**CLOSING DATE: Thursday 17th December, 2015**

**Friday 27<sup>th</sup> November, 2015**

The Ministry for Foreign Affairs announces:

**Sale of three (3) “Tale Quale” Vehicles  
at the Ministry for Foreign Affairs**

***NOTE: When submitting offers by email,  
please include the above reference and Name of Item in the subject field.***

**Section A: Instructions to Tenderers:****1. Scope**

This Call for Tenders, which is being issued by the Ministry for Foreign Affairs, hereinafter referred to as “the Contracting Authority” or “the Ministry”, is for the sale *tale quale* and without warranty of motor vehicles, by authority of Article 4.3.4 (Disposal of unserviceable and surplus stock) of Treasury Circular 6/2014 in terms of the General Financial Regulations (Cap. 174.01).

**2. Lots**

This contract is for the sale in lots as included for in the attached Financial Offers (Section B). The tenderer may submit a tender for one lot, more than one lot or all lots. Each lot will form a separate contract. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots. Contracts will be awarded lot by lot, but the Ministry may select the most favourable overall solution.

**Lot 1: Vehicle A (JBF-087)**

Make:	CITROEN
Model:	XSARA Hatchback
Registration:	JBF-087
Year of Manufacture:	2002
Engine Capacity:	1360cc
Fuel Type:	Unleaded
Colour:	Red
Other Features:	Air Conditioned, Electric Windows, Manual Gearbox,
Mileage:	54,752 miles

**Lot 2: Vehicle B (CBJ-395)**

Make:	CITROEN
Model:	XSARA Hatchback
Registration:	CBJ-395
Year of Manufacture:	2002
Engine Capacity:	1360cc
Fuel Type:	Unleaded
Colour:	Grey
Other Features:	Air Conditioned, Electric Windows, Manual Gearbox,
Mileage:	112,633 miles

**Lot 3: Vehicle C (IBL-691)**

Make:	VW
Model:	POLO Hatchback 5door
Registration:	IBL691
Year of Manufacture:	2007
Engine Capacity:	1198cc
Fuel Type:	Unleaded
Colour:	Grey
Mileage:	60,390 miles

**3. Tendered Price**

Bidders are to submit a lump price for one lot, more than one lot or all lots. The quoted price shall be inclusive of Value Added Tax and all other charges applicable. Tenders must be for the whole of quantities indicated for each lot. Tenders will not be accepted for incomplete quantities. All taxes, fees and expenses, permits, etc, associated shall be borne by the buyer.

**4. Inspection**

Inspection meetings shall be convened at the Floriana Park and Ride on the dates indicated hereunder, weather permitting:

1. Friday 4<sup>th</sup> December, 2015 at 10:00am
2. Monday 7<sup>th</sup> December, 2015 at 10:00am

Prospective bidders are to register their attendance to the meeting/s by sending an email on [antoine.zammit@gov.mt](mailto:antoine.zammit@gov.mt) by not later than 24 hours prior to the preferred session.

Should no bidders register for a particular session, then the Ministry reserves the right not to hold the session.

**5. Eligibility**

Public officers shall not be allowed to quote or to tender for the acquisition of any of the lots both in a direct or indirect manner.

Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) are excluded from participating in this tender offer.

**6. Interpretation or correction of bid documents**

Bidders shall promptly notify the Contracting Authority of any ambiguity in or discrepancy between any of the bid documents which they may discover upon examination of the bid documents.

Bidders requiring clarification or interpretation of the bid documents shall make a written request on email [procurement.mfa@gov.mt](mailto:procurement.mfa@gov.mt) by 10:00hours on **10<sup>th</sup> December, 2015**. Any request after this date will not be taken into consideration.

Any interpretations, corrections or changes to the bid documents by the Contracting Authority will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and bidders shall not rely upon such interpretation, corrections and changes.

The Contracting Authority may, at its own discretion, as necessary, extend the deadline for submission of bids to give bidders sufficient time to take clarification notes into account when preparing their bids.

#### **7. Bid preparation costs**

Applicants shall bear all costs associated with the preparation and submission of the bid documents. The Ministry shall not reimburse any expenses associated with the preparation of bid documents in the event that any or all offer/s is/are rejected.

#### **8. Submission of Bid**

- a) All Tenders must be submitted in one original on the prescribed form. (Section B attached). This includes the Financial Bid and the tenderer's details.
- b) Tenderers will be deemed to have satisfied themselves, before submitting their financial bid, to its correctness and completeness, and to have taken into account of all that is required for the submission of the tender document. This includes viewing the vehicle on the appropriate dates as set by the Ministry and examination of the specifications as disclosed in this tender document.
- c) The tender value must be submitted in Euros (€).
- d) Documents can be sent either through email on [procurement.mfa@gov.mt](mailto:procurement.mfa@gov.mt) or brought by hand, in which case they should be inserted in the Tender Box found at the Directorate Corporate Services, Ministry for Foreign Affairs, Level 4, 331, Allied House, St Paul Street, Valletta. Documents can be brought by hand from Monday to Friday between 8.00 am and 12.00 pm only. Offers received via E-mail will be inserted in a sealed envelope and posted in the respective box.
- e) Any attachments in the email must be provided in Word, Excel, pdf formats. Other formats will NOT be considered.
- f) Please note that ALL documents must include the Reference number together with the name of item being requested. In cases, where this information is not included, the Contracting Authority reserves the right NOT to consider your offer.
- g) Quotes are to be submitted, without any commitment on behalf of the government.
- h) Please note that it is entirely the Tenderer's responsibility to ascertain that the offer is received BEFORE the deadline for submission. Thus, the government cannot be held

responsible for quotes which are not recorded on the Schedule of Offers sheet after the opening session because these were received after the expiry of the above deadline.

#### 9. Deadline of Submission of Bids

Sealed bids are to be submitted at the Contracting Authority as indicated in section 7 above, by not later than **Thursday 17<sup>th</sup> December, 2015**. Quotations received after the closing date and time will NOT be considered.

#### 10. Opening of Bids

The Contracting Authority will open all bids in public session, soon after the deadline for submission of bids has expired. Any bidders or representatives who are present may be asked to sign a register evidencing their attendance.

#### 11. Selection and Award Criteria

The sole award criterion will be the price. The contract will be awarded to the highest priced tender submitted for each individual lot, subject to the following additional conditions:-

- a) The Ministry reserves the right to accept or reject any tender and/ or to cancel the whole tender procedure and reject all tenders. The Ministry reserves the right to initiate a new invitation to tender, seek new quotes or other forms of disposal in line with the Ministry's procedures.
- b) Cancellation may occur where:-
  - i) The tender procedure has been unsuccessful, i.e. where no financially worthwhile offer has been received or where there has been no response at all.
  - ii) Exceptional circumstances or force majeure render the validation of the tender process obsolete.
  - iii) There have been irregularities in the procedure, in particular where these have prevented fair competition.

**Under no circumstances will the Ministry for Foreign Affairs be liable for damages, whatever their nature (in particular damages for loss of profits) or in relation to the cancellation of the tender.**

#### 12. Award notification

Prior to the expiration of the period of validity of bids, the Contracting Authority shall notify the successful bidder, in writing, that his bid has been recommended for award. Unsuccessful bidders may be notified with the outcome of the evaluation process, and may be provided the following information:

- (i) the name of the successful bidder;
- (ii) the recommended price of the successful bidder;
- (iii) notification that the offer was not the highest.

**13. Period of validity tender**

- (i) The Ministry reserves the right to maintain the validity of tenders for a period of **90 days** after the deadline for submission of tender as indicated in the contract notice.
- (ii) The successful tender must maintain his tender for a further **30 days** from the date of notification of the award. The selected bidder/s should collect the vehicle/s within these 30 days. The Ministry may extend the delivery period for a further period of 10 days.

**14. Payment to the Contracting Authority**

The successful bidder/s shall pay to the Accounts Section, Ministry for Foreign Affairs, the sum he has offered to pay and that shall be accepted by the Director (Corporate Services) MFA prior to the collection of the vehicle/s.

Payment is only acceptable to the Ministry through a Bank Draft drawn on a local Bank.

**15. Collection of Vehicles**

The successful contractor shall collect the vehicle/s at his own expense within 10 working days from the day of notification of award of the lot/s. The Ministry reserves the right to cancel the notification of award if the vehicle/s is not collected within this period.

**16. Occupational Health and Safety**

The contractor shall assume full responsibility and accountability regarding the health and safety of his employees and/or sub-contractors including any third parties involved in the execution of this contract. The contractor shall be bound to conform with Act XXVII of 2000 (Occupational Health and Safety, Authority Act 2000), as well as any other national legislation, regulations, standards, and/or codes of practice in effect during the execution of the contract, regarding health and safety issues, as they apply for the contractor's particular operating situation and nature of work activities.

**17. Legal**

Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force.

**18. Right of Refusal**

The Contracting Authority reserves the right to refuse any offer, even the most advantageous one.

**MINISTRY FOR FOREIGN AFFAIRS**

**QMFA 082/2015 - Sale of three (3) "Tale Quale" Vehicles at the Ministry for Foreign Affairs**

**Section B: Part I - Quotation Form**

With reference to this request for quotation by the Ministry for Foreign Affairs (MFA), and in terms of the conditions therein mentioned and those thereto,

I/We: ..... confirm that:

1. I/We have examined, and accept in full and in its entirety, the content of this quotation document (including any subsequent Clarifications Notes issued by MFA). I/We hereby accept the contents thereto in their entirety, without reservation or restriction and, in submitting my/our offer, I/We subject myself to all the conditions involved and, in the eventuality my/our offer is accepted, bind myself/ourselves to the prevailing conditions of contract. I/We also understand that any disagreement, contradiction, alteration or deviation shall lead to my/our quotation offer not being considered any further.
2. I/We shall pay the sum/s indicated in the Financial Form within the stipulated timeframes, and remove the vehicles in conformity with the attached specifications and conditions.
3. I/We undertake that this quotation shall not be retracted or withdrawn for a period of 90 calendar days from the deadline of submission of bid, inclusively but shall remain binding and may be accepted by the Government at the time during the said period of 90 calendar days.
4. I/We note that the MFA is not bound to proceed with this invitation to quote and that it reserves the right to cancel the call for quotations. It will incur no liability towards me/us should it do so.

Signature .....

Name ..... (in BLOCK LETTERS)  
*(the person or persons authorized to sign on behalf of the tenderer)*

Date .....

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**Section B: Part II - Bidder's Details**

**Schedule of Prices**

Item	Description	Amount tendered in Euro (€) inclusive of VAT and all other charges applicable	
		In figures	In words
Lot 1 - Vehicle A	Citroen Xsara JBF-087		
Lot 2 - Vehicle B	Citroen Xsara CBJ-395		
Lot 3 - Vehicle C	VW Polo IBL-691		

*Bids can be made for one lot, more than one lot, or all lots.*

**Bidder's Information:**

Full name of company (or name and surname of bidder if not a company)	
Address of Company	
Full name of contact person	
Designation of contact person	
Contact Telephone / Mobile Number	
Email Address	
VAT/ Registration number (if applicable)	
I.D. Card No. (if applicable)	

*I hereby confirm that all conditions have been read and understood. I confirm that I oblige self to the said conditions.*

**Signature .....**      **Date .....**

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