

## **IMPORTANT NOTE**

### **Submission of e-Tenders**

Tenders must be submitted by registered Economic Operators.

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 any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators 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 ONLY in the case of New Account Registrations, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) or through the e-ID Service via the MyGov website at [www.mygov.mt](http://www.mygov.mt). In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

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 (ePPS) 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: MJCL/MPU/57/2019 Part 1**

**TENDER FOR THE PROCUREMENT OF FIVE (5) LOW EMISSION  
AUTOMATIC HATCHBACK VEHICLES AT MCAA**

---

**Date Published: 23<sup>rd</sup> April 2019**

---

**Deadline for Submission: 14<sup>th</sup> May 2019 at 09:30am CET**


---

**Tender Opening: 14<sup>th</sup> May 2019 at 10:00am CET**

---

## **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.

**Ministerial Procurement Unit  
Ministry for Justice, Culture and Local Government**

123, St. Lucy Street, Valletta, Malta. Tel +356 23346200 Email [tenders.mjcl@gov.mt](mailto:tenders.mjcl@gov.mt)

## Table of Contents

<b>Table of Contents .....</b>	<b>3</b>
<b>SECTION 1 - INSTRUCTIONS TO TENDERERS .....</b>	<b>4</b>
1. General Instructions .....	4
2. Timetable.....	5
3. Lots.....	5
4. Variant Solutions .....	5
5. Financing .....	5
6. Clarification Meeting/Site Visit/Workshop .....	5
7. Selection and Award Requirements.....	6
8. Tender Guarantee (Bid Bond) .....	7
9. Criteria for Award.....	7
<b>SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....</b>	<b>8</b>
<b>SECTION 3 - SPECIAL CONDITIONS.....</b>	<b>10</b>
Article 2: Law Applicable.....	10
Article 4: Communications .....	10
Article 7: Supply of Documents.....	10
Article 8: Assistance with Local Regulations .....	10
Article 9: The Contractor’s Obligations .....	10
Article 10: Origin .....	11
Article 11: Performance Guarantee.....	11
Article 12: Insurance .....	11
Article 13: Performance Programme (Timetable) .....	11
Article 14: Contractor’s Drawings/Diagrams .....	11
Article 15: Tender Prices .....	11
Article 16: Tax and Customs Arrangements .....	11
Article 17: Patents and Licences .....	11
Article 18: Commencement Order .....	11
Article 19: Period of Execution of Tasks .....	11
Article 22: Modification to the Contract .....	12
Article 25: Inspection and Testing .....	12
Article 26: Methods of Payment .....	12
Article 28: Delayed Payments .....	12
Article 29: Delivery.....	13
Article 31: Provisional Acceptance.....	13
Article 32: Warranty .....	13
Article 33: After-Sales Service.....	14
Article 35: Breach of Contract.....	14
Article 37: Termination by the Contractor .....	14
Article 41: Dispute Settlement by Litigation .....	14
<b>SECTION 4 - TECHNICAL SPECIFICATIONS (Note 3) .....</b>	<b>15</b>
<b>SECTION 5 - SUPPLEMENTARY DOCUMENTATION.....</b>	<b>17</b>
5.1 - Draft Contract Form .....	17
5.2 - Glossary.....	17
5.3 - Specimen Performance Guarantee .....	17
5.4 - General Conditions of Contract .....	17

~~~~~

## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender (unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS), 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 the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. 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, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).

No account can be taken of any reservation in the tender in respect of the procurement documents; 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 e-tenders 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 (xml tender structure), 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.

**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, at tendering stage, to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

- 1.2 The subject of this tender is the supply, delivery and commissioning of 5 (five) LOW EMISSION AUTOMATIC HATCHBACK VEHICLES to the MCCA within the Ministry for Justice, Culture and Local Government.
- 1.3 The place of acceptance of the supplies shall be the MCCA, Mizzi House, National Road, Blata l-Bajda, the time-limits for the execution of the contract being the delivery of vehicles shall be a maximum of 2 (two) months, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.

- 1.4 This is a unit-price for supplies contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is the Malta Competition and Consumer Affairs Authority within the Ministry for Justice, Culture and Local Government.

## 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:<br><br>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> | 6 <sup>th</sup> May 2019  | 09:30am |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                                 | 10 <sup>th</sup> May 2019 | 09:30am |
| Deadline for Submission of Tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                   | 14 <sup>th</sup> May 2019 | 09:30am |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                               | 14 <sup>th</sup> May 2019 | 10:00am |
| * All times Central European Time (CET) as applicable                                                                                                                                                                |                           |         |

## 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 Variant solutions cannot be applied for departmental tenders.

## 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 Economic operators may register to attend a workshop that will be organised in collaboration with the Institute for Public Services (Ex-CDRT: Centre for Development, Research and Training) at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, economic operators will be given the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register 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.

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

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

### **(A) Eligibility Criteria**

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators in Tender Response Format.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement of Conditions of Employment in Tender Response Format.
- (iv) Power of Attorney (if applicable). <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (if applicable). <sup>(Note 2A)</sup>

### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)). <sup>(Note 2A)</sup>**

- (i) Declaration concerning exclusion grounds (as per tender structure)
- (ii) Declaration concerning Selection Criteria (if any)
  - a) The economic operator shall provide data concerning subcontractors and the percentage of works to be subcontracted to be submitted online through the tender response format. This information shall be included in the Selection Criteria Declaration Form in Question Reference number 10 under the Technical and Professional Ability Section. <sup>(Note 2A)</sup>

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

- (i) Tenderer's Technical Offer as per Technical Questionnaire in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>
- (ii) **Literature** as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature.

**No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.** <sup>(Note 2B)</sup>

- (iii) The form marked 'List of Recommended Spare Parts/ Consumables/Accessories', must be duly filled in and submitted with the tender offer. <sup>(Note 2A)</sup>

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

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** <sup>2010</sup> **(Grand Total)** for the supplies tendered as per Tender Response Format inclusive of delivery, commissioning, training and after-sales services as required in Section 3 of this tender document. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (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. *Not applicable for departmental tenders.*
2. A) *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*  
B) *Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.*  
*All Rectifications are free of charge.*
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 tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations*

#### Appeals from decisions taken after the closing date for the submissions of an offer

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;



(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

## 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: Law Applicable*

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### *Article 3: Order of Precedence of Contract Documents*

- 3.1 The contract is made up of the following documents, in order of precedence:
- (a) the Contract;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications and design documentation
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the bill of quantities (after arithmetical corrections)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

Addenda have the order of precedence of the document they are modifying.

### *Article 4: Communications*

- 4.1 During the running of the contract, any communications (including invoicing) regarding this contract shall be forwarded to:

**MCCAA**  
**Mizzi House, National Road**  
**Blata l-Bajda HMR9010**  
Email address : [procurement.mccaa@mccaa.org.mt](mailto:procurement.mccaa@mccaa.org.mt)

### *Article 7: Supply of Documents*

Not applicable

### *Article 8: Assistance with Local Regulations*

Not Applicable

### *Article 9: The Contractor's Obligations*

- 9.6 Sub-Article 9.6 is not applicable for Malta Funds.

**Article 10: Origin**

As per General Conditions.

**Article 11: Performance Guarantee**

- 11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The copy of the Performance Guarantee forwarded to the Ministerial Procurement Unit is to be endorsed by the Contracting Authority prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where contract value is €500,000 or above.
- 11.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee.
- 11.7 The Performance Guarantee shall be released within 30 days of the issue of the final acceptance certificate.

**Article 12: Insurance**

Not Applicable

**Article 13: Performance Programme (Timetable)**

Not applicable.

**Article 14: Contractor's Drawings/Diagrams**

- 14.1 The contractor shall deliver a Manual, Logbook and Registration Forms. These shall be provided in the English Language.

**Article 15: Tender Prices**

As per General Conditions.

**Article 16: Tax and Customs Arrangements**

As per General Conditions.

**Article 17: Patents and Licences**

As per General Conditions.

**Article 18: Commencement Order**

- 18.1 The contract shall commence on the order to provide supplies.

**Article 19: Period of Execution of Tasks**

- 19.1 The cars shall be delivered within 2(two) months commencing on the order to provide supplies.

**Article 22: Modification to the Contract**

- 22.1 As per General Conditions.
- 22.11 Due to additional demand for supplies on behalf of the Government, during the first twelve months following award of this contract, MCCA may need to purchase an additional vehicle in line with the technical specifications outlined in this tender dossier up to a maximum of 50% of the quantity herewith indicated.
- 22.12 Not applicable.

**Article 24: Quality of Supplies**

As per General Conditions

**Article 25: Inspection and Testing**

- 25.2 Upon delivery by the contractor, the cars shall be inspected by Contracting Authority officers at MCCA, Mizzi House, National Road, Blata l-Bajda. The contractor shall commission the vehicles and demonstrate to the designated officers the functionality of all the features of the vehicles and on-board equipment. The demonstration shall also include a short trial run at the contractor's expense. Any special procedures to be followed in the operation and maintenance of the vehicles are to be brought to the attention of the representatives of the Contracting authority at this stage.
- Following successful commissioning, the Contracting Authority shall provide the successful Contractor with written communication stating that the vehicles supplied are compliant to the published technical specifications.

**Article 26: Methods of Payment**

- 26.1 Payments will be made in Euro.
- Payments shall be authorized and paid by the Contracting Authority
- An invoice for the total value of supplies should be presented upon delivery. The invoice should contain a clear identification of each vehicle being supplied.
- 26.3 As per General Conditions.

**Article 28: Delayed Payments**

- 28.1 The Contracting Authority shall pay the contractor sums due within 60 (sixty) days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

**Article 29: Delivery**

- 29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.2 Not Applicable
- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.
- 29.5 The cars shall each be delivered with road license, registration plates and registration logbooks. All manuals and accessories specified in Section 4 shall also be supplied upon delivery.

**Article 31: Provisional Acceptance**

- 31.1 The vehicles will be provisionally accepted after the delivery at MCCAA Blata l-Bajda and successful commissioning by the contractor.  
  
The written communication following successful commissioning as mentioned in Clause 25.2 shall constitute the official Provisional Acceptance Certificate.

**Article 32: Warranty**

- 32.1 Further to the General Conditions, this warranty shall remain valid for a minimum period of 4 (four) years after provisional acceptance.
- 32.6 During the warranty period, the contractor shall address any issues related to defects covered by the warranty in a timely manner.

The successful tenderer shall warrant and provide:

- a. The complete vehicles, mechanical and electrical parts and labour inclusive, for at least 4 (four) years from delivery.
- b. Free servicing of the vehicles during the running-in period, if applicable.
- c. The availability of spare parts ex-stock for at least five (5) years;
- d. The under-sealing and rust-proofing treatment for at least five (5) years from delivery.

- e. The provision of an alternative vehicle of the same type whenever use of any of the purchased vehicles is lost for longer than 2 days due to faults occurring during the warranty period, arising from faults or defects covered under the same warranty.

**Article 33: After-Sales Service**

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 5 (five) years.

The first annual service shall be provided for free by the contractor, after which the performance guarantee shall be released.

**Article 34: Final Acceptance**

- 34.1 The final acceptance certificate shall be issued within 30 days from the first free annual service.

**Article 35: Breach of Contract**

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

**Article 37: Termination by the Contractor**

- 37.1 (a) As Per General Conditions

**Article 41: Dispute Settlement by Litigation**

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a national court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

## SECTION 4 - TECHNICAL SPECIFICATIONS (Note 3)

The scope of this tender is the supply, delivery and commissioning of 5 (five) low emission automatic hatchback to the MCCA, within the Ministry for Justice, Culture and Local Government. The delivery of vehicles shall be not more than 2 (two) months from the order to provide supplies.

The tenderer shall provide a breakdown of the price on the road which shall not exceed Euro 11,650 (eleven thousand, six hundred and fifty Euro) including Registration tax and VAT. However, the price submitted by the bidder in the Financial Bid shall not include registration tax and VAT.

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

- 1.1 **Engine** - 4-stroke, water cooled petrol or diesel engine developing between 70 and 85 bhp, compliant to emission level Euro 6.
- 1.2 **Body type** - 5-door hatchback with rust-protected body.
- 1.3 **Configuration** - Right-hand drive
- 1.4 **Braking** - Disc brakes at the front; and drum or disc brakes at the rear, incorporated within a fully power-assisted braking system. Braking capabilities are to be enhanced by an Anti-lock Braking System (ABS). An independent mechanical parking brake shall also be included.
- 1.5 **Steering** - Power Assisted Steering system and height and reach adjustable.
- 1.6 **Transmission** - Automatic transmission
- 1.7 **Seating** - Seating capacity to be not less than five (5) persons, inclusive of driver. Seats are to be of the leatherette type or other easy-to-clean material.
- 1.8 **Seats & Safety Belts** - The vehicles shall be equipped with adjustable seats and safety belts for the driver and all passengers.
- 1.9 **Instrumentation** - Ergonomically designed and clearly visible internal instrumentation and controls and lateral rear view door mirrors providing excellent rear vision on both driver and passenger's side.
- 1.10 **Tyres** - All-weather radial tyres
- 1.11 **Vehicle dimensions** - Maximum overall length 4000 mm +/- 5%  
Maximum width 1700 mm +/- 5% (excluding side view mirrors)
- 1.12 **Body finish** - Finished in Silver Grey spray paint
- 1.13 **Electrical** - The cars are to be equipped with all road lights as required by VRT compliance regulations.
- 1.14 **Anti-corrosion** - The cars are to be supplied complete with under-sealing and rust-proofing treatment guaranteed for a minimum period of 5 (five) years. A chart indicating the areas covered by the rust-proofing treatment is to be supplied on delivery.
- 1.15 **Vehicle Interior** - The car interior is to be air-conditioned and equipped with a Bluetooth hands-free system.

1.16 **Other equipment** - (i) The vehicles shall include a spare wheel complete with wheel brace and jack, as well as general hand tools normally supplied by the manufacturers.

(ii) The vehicles shall include a GPS functionality with an updated Maltese Islands Map ,

1.17 **Other Requirements -**

1.17.1 The prospective supplier shall furnish, together with the vehicles, all relevant literature in English to include:

- a. operation instruction manual
- b. maintenance manual.
- c. workshop manual.
- d. spare parts manual

1.17.2 The vehicles shall conform in all respects to the Malta Police Vehicle Regulations and is to be VRT compliant as and where applicable.

1.17.3 The cars shall be delivered with road license and registration plates.

1.17.4 A list of spare parts and consumables deemed as essential for the proper operation of the cars for a period of **5 (five)** years after the end of the warranty period should be submitted in the form 'List of recommended spare parts/ consumables/accessories'.

1.18 **Green Public Procurement**

1.18.1 **CO<sub>2</sub> emissions -** The fleet average for cars should not exceed 130 g CO<sub>2</sub>/km

**Verification :** The bidder must provide the technical sheet of the vehicle where the CO<sub>2</sub> emissions are stated.



## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Supplies Contracts (Version 2.2) can be viewed/downloaded from the 'Resources Section' at: [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.