

**VOPS 01/2017**

**Tender for the  
Supply, Delivery and Commissioning of *foldable mobility  
scooters*  
for *Volunteer Sliema***

<b>Date Published</b>	<i>02 May 2017</i>	
<b>Deadline for Submission</b>	<i>23 May 2017</i>	<i>1700hrs</i>
<b>Tender Opening</b>	<i>02 May 2017</i>	<i>1530hrs</i>

This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of the Ministry for Social Dialogue, Consumer Affairs and Civil Liberties.

## SECTION 1 – INSTRUCTIONS FOR TENDERERS

### 1.1 General Instructions

**1.1.1** In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent clarifications issued by *CORE Platform*, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; 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 as indicated in Section 1.10

**1.1.2** The subject of this tender is the supply and delivery of *foldable mobility scooters* for the project *Volunteer Sliema – VOPS 01/2017*. This *Volunteer Sliema – VOPS 01/2017* is implemented by *SOS Malta* and is funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of the Ministry for Social Dialogue, Consumer Affairs and Civil Liberties.

**1.1.3** The *foldable mobility scooters* shall be delivered at *30 June 2017*. The time-limits for delivery shall be between 2 to 6 weeks from the date of the signing of the ‘Letter of Acceptance’.

**1.1.4** This is a lump-sum contract.

**1.1.5** This call for tenders is being issued under an open procedure.

**1.1.6** The tenderer will bear all costs associated with the preparation and submission of the tender. *CORE Platform* will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

### 1.2 Time-table

	DATE	TIME
<b>Deadline for request for additional information from <i>CORE Platform</i></b>	<b>09 May 2017</b>	<b>1700hrs</b>
<b>Clarification meeting</b>	<b>16 May 2017</b>	<b>1700hrs</b>
<b>Deadline for submission of tenders</b>	<b>23 May 2017</b>	<b>1700hrs</b>
<b>Tender opening session</b>	<b>02 May 2017</b>	<b>1530hrs</b>
<b>All times Central European Summer Time (CEST)</b>		

### 1.3 Lots

1.3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated.

### 1.4 Variant Solutions

1.4.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

### 1.5 Financing

1.5.1 This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of the Ministry for Social Dialogue, Consumer Affairs and Civil Liberties.

1.5.2 The beneficiary of the financing is *CORE Platform* and all tax invoices and fiscal receipts shall be addressed to the same organisation. The address is as follows:

*CORE Platform  
The Malta Chamber of Commerce,  
Enterprise and Industry  
The Exchange Buildings,  
Republic Street,  
Valletta, VLT1117  
Malta*

1.5.3 The budget allocated for this procurement must not exceed *twelve thousand six hundred euros* (€12,600) inclusive of all applicable taxes.

### 1.6 Clarification Meeting

1.6.1 The clarification meeting will be held on *16 May 2017*. The main purpose of this meeting is to answer any queries and clarify details and other information relating to this tender.

### 1.7 Selection Criteria

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

1.7.2 Financial and economic standing - No evidence of financial and economic standing is required.

1.7.3 Proof of technical capacity - No minimum requirements are required.

### 1.8 Explanations/Clarification Notes Concerning the Tender

1.8.1 Tenderers may submit questions in writing to *CORE Platform* by sending an email to [matteo.privitelli@core.org.mt](mailto:matteo.privitelli@core.org.mt) until *09 May 2017*. *CORE Platform* shall

reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 3 calendar days before the deadline for submission of tenders.

- 1.8.2** Questions and answers, and alterations to the tender document will be sent to all prospective bidders by e-mail. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to check their respective e-mail account in order to obtain the latest information published prior to submitting their Tender.
- 1.8.3** Prospective tenderers are required to register their respective contact details at *matteo.privitelli@core.org.mt* so that any clarifications/communications pertaining to this tender procedure will be communicated to them in due time as per tender document. *CORE Platform* shall not be held responsible for any misdemeanour if this condition is not adhered to.
- 1.8.4** *CORE Platform* may, at its own discretion, as necessary, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

## **1.9 Currencies of Tender and Payments**

- 1.9.1** The currency of the tender is the Euro (€). The bids must be expressed in Euro (€).
- 1.9.2** Payments will be made upon certification and satisfaction of product delivery by *CORE Platform*, based on the invoice issued by the successful tenderer, in accordance with the time-frames, terms and conditions of the contract.

## **1.10 Presentation & Submission of Tenders**

- 1.10.1** The tender must comprise the following duly completed documents, inserted in a single, sealed envelope marked as Tender '*Volunteer Sliema – VOPS 01/2017*':
- (i) Tender Form (refer to Section 3).
  - (ii) Tenderer's technical offer in response to specifications outlined in Section 2. Include all relevant literature.
  - (iii) A financial bid calculated on a basis of Delivery Duty Paid (DPP) for the works/supplies tendered (refer to Section 4).
- 1.10.2** The tenderers submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to *CORE Platform*.
- 1.10.3** All tenders must be received by not later than 23<sup>rd</sup> of May 2017 at 1700hrs and deposited in the tender box at:

*CORE Platform*  
The Malta Chamber of Commerce,

*Enterprise and Industry  
The Exchange Buildings,  
Republic Street,  
Valletta VLT 1117  
Malta*

The tenders should be hand delivered or delivered by official postal (registered mail) or courier service. Tenders submitted by any other means (e.g. email) will not be considered.

**1.10.4** No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 1.11 Alterations and Withdrawal of Tenders

- 1.11.1** Tenderers may alter or withdraw their tenders by written notification prior to *CORE Platform*. No tender may be altered after the deadline for submission.
- 1.11.2** Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 1.10, and the envelope must also be marked with “alteration” or “withdrawal”.

## 1.12 Opening of Tenders

- 1.12.1** Tenders will be opened by *CORE Platform* during a public session on *CORE Platform* at *The Malta Chamber of Commerce, Enterprise and Industry, The Exchange Buildings, Republic Street, Valletta VLT 1117, Malta*. A ‘Summary of Tenders Received’ will be published on *CORE Platform's* website: <http://www.core.org.mt/>
- 1.12.2** During the opening of the tenders, the tenderers' names, the tender prices and any other information *CORE Platform* may consider appropriate, will be made available.
- 1.12.3** Envelopes marked “withdrawal” will be read out first and returned to the tenderer.
- 1.12.4** Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

## 1.13 Secrecy of the Procedure

- 1.13.1** After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 1.13.2** Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 1.13.3** Any attempt by a tenderer to approach any member of the Evaluation Committee/*CORE Platform* directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## 1.14 Tender Evaluation Process

- 1.14.1** The Evaluation Committee will check the administrative and technical compliance of each tender. Tenders which are administratively and technically compliant will be evaluated financially.

## 1.15 Criteria for Award

**1.15.1** The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

## 1.16 Right of *CORE Platform* to Accept or Reject any Tender

**1.16.1** *CORE Platform* reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. *CORE Platform* reserves the right to initiate a new invitation to tender.

**1.16.2** *CORE Platform* reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to ask for a discount from the cheapest compliant tenderer.

**1.16.3** Cancellation may occur where:

- a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- b) the economic or technical parameters of the project have been fundamentally altered;
- c) exceptional circumstances or force majeure render normal performance of the project impossible;
- d) all technically compliant tenders exceed the financial resources available;
- e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no circumstances will *CORE Platform* be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if *CORE Platform* has been advised of the possibility of damages. The publication of a contract notice does not commit *CORE Platform* to implement the programme or project announced.**

## 1.17 Appeals

**1.17.1** *CORE Platform* shall publish a notification on its website indicating the awarded contract, the financial aspect of the award and the name of the successful tenderer. *CORE Platform* shall, by electronic means, inform the tenderers concerned of the publication of the award. *CORE Platform* will be precluded from concluding the contract during the period allowed for the submission of appeals.

The award process shall be completely suspended if an appeal is eventually submitted.

- 1.17.2** Any tenderer who is aggrieved by the award indicated by *CORE Platform* may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with *CORE Platform*, clearly setting forth any reason for his complaint. A deposit of four hundred euro (€400) must be made.
- 1.17.3** After the expiry of the period allowed for the submission of a complaint, *CORE Platform* shall deliver the letter of complaint, the deposit receipt and all documents relating to the contract in question to a Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate any other information not already provided by *CORE Platform*. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be published on *CORE Platform's* website.
- 1.17.4** Following the issuance of results, applicants have a period of ten calendar days to submit an appeal to *CORE Platform*.

## **1.18 The Letter of Acceptance**

- 1.18.1** After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the letter of acceptance.
- 1.18.2** Within 7 calendar days of receiving the letter of acceptance (against acknowledgment of receipt) from *CORE Platform*, the successful tenderer will sign a copy of the Letter of Acceptance and date the Letter of Acceptance and return it to *CORE Platform*.
- 1.18.3** If the selected tenderer fails to sign and return the copy of the Letter of Acceptance and other required documentation within the prescribed 7 calendar days, *CORE Platform* may consider the acceptance of the tender to be cancelled.

The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.

- 1.18.3** Only the signed Letter of Acceptance will constitute an official commitment on the part of *CORE Platform*, and activities may not begin until the contract has been signed both by *CORE Platform* and the successful tenderer.

## **1.19 Period of Delivery**

- 1.19.1** The period of delivery indicated in Clause 1.1.3 of the Instructions to Tenderers commences from the letter of acceptance date or as instructed in the Letter of Acceptance.



## SECTION 2 – TECHNICAL SPECIFICATIONS

**NOTE: Where in this tender document a standard is quoted, it is to be understood that *CORE Platform* will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by *CORE Platform*.**

### 2.1 Contract Objective

**2.1.1** This tender is for the supply, delivery and commissioning of *foldable mobility scooters* for *Volunteer Sliema – VOPS 01/2017*. This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector on behalf of the Ministry for Social Dialogue, Consumer Affairs and Civil Liberties.

### 2.2 Delivery Period

**2.2.1** The delivery Period shall be between 2 to 6 weeks from date of signature of the ‘Letter of Acceptance’.

### 2.3 Specifications

The following are specifications for *the foldable mobility scooters*:

- The scooters must be foldable
- The scooters must be 4-wheel scooters
- The scooters must not weigh more than 60 kg and must be able to have a weight capacity of not less than 110 kgs
- The scooters must not be larger than the following dimensions: 110 cm by 55 cm
- The scooters must have removable batteries
- The scooters must waterproof batteries
- The scooters can be disassembled easily
- The scooters must have foldable arms
- The scooters must have a basket
- The scooters must have a horn
- The scooters must have lights

**SECTION 3 – TENDER FORM****VOPS 01/2017 - Tender for the Supply, Delivery and Commissioning of *foldable mobility scooters* for *CORE Platform*****A. TENDER SUBMITTED BY:**

<b>Name</b>		<b>Surname</b>	
<b>Email</b>		<b>Phone</b>	
<b>Address</b>			

**B. CONTACT PERSON FOR THIS TENDER:**

<b>Name</b>		<b>Surname</b>	
<b>Email</b>		<b>Phone</b>	
<b>Address</b>			

**C. TENDERER'S DECLARATION(S)**

**To be completed and signed by the tenderer (including each partner in a consortium).**  
In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1. We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by *CORE Platform*) for invitation to tender *foldable mobility scooters for VOPS 01/2017* of 02 May 2017. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2. We confirm that the Grand Total Price of our tender (inclusive of duties, other taxes/charges, Eco-Contribution (if any) and any discounts) is according to the Grand Total on page 12 of this document.
3. This tender is valid for a period of 3 weeks from the final date for submission of tenders.
4. We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
5. We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 4 of this declaration are not submitted by the indicated dates.
6. We will inform *CORE Platform* immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
7. Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm that the following documentation has been included:
  - Tender Form (Section 3)
  - Technical Offer (in response to specifications outlined in Section 2).
  - Financial Bid (Section 4)
8. We note that *CORE Platform* is not bound to proceed with this invitation to tender and that it reserves the right to cancel the contract. It will incur no liability towards us should it do so.

Name and Surname: .....

I.D. / Passport Number: .....

Signature of tenderer: .....

Duly authorised to sign this tender on behalf of: .....

Company/Lead Partner VAT No: (if applicable).....

Stamp of the firm/company: .....

Place and date: .....

**SECTION 4 - FINANCIAL BID**

***CORE Platform – VOPS 01/2017 – Tender for the Supply, Delivery and  
Commissioning of foldable mobility scooters for CORE Platform***

	<b>Amount in Euro (€)</b>
Cost of Mobility Scooter	
VAT	
<b>Total Cost of Mobility Scooter &amp; VAT<sup>#</sup></b>	

<sup>#</sup>The budget allocated for this procurement must not exceed €12,600 inclusive of all applicable taxes.

The successful bidder shall be bound to conform in all respects with VAT legislation and regulations.

Signature: .....  
(the person or persons authorised to sign on behalf of the tenderer)

Date: .....