



MALTA RESOURCES AUTHORITY

Malta Resources Authority

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Call for Tenders – Sale of Motor Vehicle

Closing Date: 12th December 2014 at 10:00 am

Date Published: 14th November 2014

Tender Reference: MRA /99/2014

SUBJECT: Sale tale quale of Motor Vehicle

CALL FOR TENDERS:

SALE TALE QUALE OF MOTOR VEHICLE

1. Introduction

- 1.1 This Call for Tenders, which is being issued by the Malta Resources Authority, hereinafter referred to as “the Contracting Authority”, is for the sale tale quale and without warranty of a motor vehicle, Volkswagen Passat as follows:

Make:	Volkswagen
Model:	Passat
Year of Manufacture:	2001
Registration No:	ACC 761
Mileage:	Approximately 241,000 km
Condition:	Good running order
Location:	MRA Offices

2. General Instructions and Documentation

- 2.1 Each quoted submission shall clearly indicate the details of the bidder responsible for such offer and the total financial amount offered for the purchase of the vehicle from the Malta Resources Authority.
- 2.2 A form entitled “Financial Bid” is also attached with the Call for Tenders document. Prospective bidders are requested to complete the form, giving the financial offer in EURO. This form must be filled in and submitted with the quotation.
- 2.3 A form entitled “Bidder’s Details” is attached with the quotation document. Prospective bidders are requested to fully complete the form and submit it with their offer.
- 2.4 The place of sale shall be Malta Resources Authority.
- 2.5 The bidder will bear all costs associated with the preparation and submission of the offer. The Malta Resources Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 2.6 The Malta Resources Authority retains ownership of all bids received under this tender procedure. Consequently, bidders have no right to have their bids returned to them.
- 2.7 Public Officers and/or employees of the Malta Resources Authority are not allowed to tender for the acquisition of the vehicle, either in a direct or an indirect manner.

- 2.8 The vehicle is garaged at the basement level of the Millennia Complex, Aldo Moro Road, Marsa. A viewing / inspection visit will be held on the dates and time indicated in the timetable below

	Date	Time
Viewing / Inspection Dates	18, 21, 25, 28 November	10:00 am
Deadline for Submission of Offers	12 th December 2014	10:00 am

All times are Central European Time (CET)

3. Financial Offer

- 3.1 The financial offer shall include for the sale tale quale of the vehicle and without any reservation and/or warranty.
- 3.2 All costs including any costs for pick up of the vehicle from Millennia Complex basement garage, costs for any VRT testing, registration taxes and any other taxes and charges shall be borne by the successful bidder.
- 3.3 The financial offer quoted is fixed and cannot be subject to any revision.

4. Currencies and Payments

- 4.1 The currency of the quotation is the Euro (€). All sums in the breakdown of the overall rates/price, in the questionnaire and in other documents shall be expressed in Euro (€).
- 4.2 The selected bidder shall be bound to conform in all respects with VAT legislation and regulations. Prospective bidders should note that the Malta Resources Authority is a non-taxable legal person in accordance with the provisions of the Value Added Tax Act, 1998. MRA is not registered for VAT purposes (i.e. it does not have a VAT number).
- 4.3 Full payment of the sum tendered is to be effected during office hours at the Finance and Administration Section, Malta Resources Authority within six (6) working days from the Letter of Acceptance and payment is to be made before the removal of the vehicle.
- 4.4 Failure to affect payment will entitle the Contracting Authority to consider the contract as having been abandoned (without the necessity of any prior legal proceedings) in which case the selected bidder shall forfeit any claims for purchase of the vehicle.

5. Method of Submissions

- 5.1 A written proposal for this Call for Tenders shall be submitted at the Finance and Administration Section of the Malta Resources Authority, Marsa by the time and date indicated in the document. Quotations are to be delivered to the following address:

**The Financial Controller
Finance and Administration Section
Malta Resources Authority
Millennia, 2nd Floor
Aldo Moro Road
Marsa, MRS 9065
MALTA**

- 5.2 **Late submissions shall not be accepted.** The proposal for this Call for Tenders shall be closed in a sealed package with the offer reference clearly marked on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the Tender Box at the Finance and Administration Section of the Malta Resources Authority. **Any other method of submission shall NOT be accepted.**

6. Interpretation or Correction of Tender Documents

- 6.1 Bidders shall promptly notify the Chief Executive Officer of any ambiguity in or discrepancy between any of the Call for Tenders documents which they may discover upon examination of these documents.
- 6.2 Bidders requiring clarification or interpretations of the Call for Tenders Documents shall make a written request that shall reach the Chief Executive Officer at least ten (10) days prior to the date of receipt of offers. Any request after this date will not be accepted.
- 6.3 Any interpretations, corrections or changes to the Call for Tenders Documents by the Chief Executive Officer 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 interpretations corrections and changes.

7. Criteria for Award and Letter of Acceptance

- 7.1 The sole award criterion shall be the financial offers submitted. The contract shall be awarded to the highest priced offer subject that this at least meets the Authority's reserve value of the vehicle.
- 7.2 After evaluation of offers, the successful bidder will be invited to sign the Letter of Acceptance.

- 7.3 Only the Letter of Acceptance will constitute an official commitment on the part of the Malta Resources Authority, and removal of item may not be effected until the Letter of Acceptance has been signed, and sale prices agreed paid.

8. Right of the Malta Resources Authority to Accept Or Reject Any Tender

- 8.1 The Malta Resources Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Malta Resources Authority reserves the right to initiate a new invitation to tender.
- 8.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Malta Resources Authority.
- 8.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no financially worthwhile tender has been received or there has been no response at all;
 - (b) exceptional circumstances or force majeure render normal execution of the sale impossible;
 - (c) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Malta Resources Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Malta Resources Authority to implement the sale.

9. Removal of Vehicle

- 9.1 Removal of the vehicle by the successful bidder is to be completed, during office hours, within ten (10) working days from the date of the Letter of Acceptance. If it is not removed within the above stipulated time, the contractor shall become liable to a penalty of €5 per day from the date of expiry of such a period to the last day on which the removal shall be completed.
- 9.2 The vehicle shall be removed by the successful bidder at his own risk and expense. Contractor will have to make good for any damages which may be caused to the Authority or third party property during the removal of items.
- 9.3 The award contract does not exonerate the contractor from the obligations of obtaining any other permit/license that may be required under any law, principal or subsidiary, in force in Malta from time to time.

10. Occupational Health and Safety

- 10.1 The selected bidder shall assume full responsibility and accountability regarding the health

and safety of his/her employees and/or subcontractor including any third parties involved in the execution of this contract. The contractor shall be bound to conform to the national legislation, regulations, standards and/or codes of practice in effect during the execution of the contractor's particular operating situation and nature of work activities.

11. General Conditions

11.1 The General Conditions of Contract for Supply / Works / Services Contracts (Version 1.02 dated 1st December 2011), insofar as they are not inconsistent with the above, shall also apply.

11.2 The full set of General Conditions for Supply / Works / Services Contracts (Version 1.02 dated 1st December 2011) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

BIDDER'S DETAILS

Name of Bidder
Address
Name of Contact Person
I.D. / Passport Number
Email address
Telephone Number
Fax Number
Signature
Date

BIDDER'S DECLARATION(S)

To be completed and signed by the bidder

- 1 We have examined, and accept in full and in its entirety, the content of this Call for Tenders (including subsequent Clarifications Notes issued by the Contracting Authority) – reference No **MRA/99/14** of **14th November 2014**. 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 offer not being considered any further.
- 2 We offer to purchase, in accordance with the terms of the Call for Tenders document and the conditions and time limits laid down, without reserve or restriction, the motor vehicle – Volkswagen Passat, registration number ACC 761
- 3 The financial offer is:

[.....]
- 4 This offer is valid for a period of 3 months from the final date for submission of offers.
- 5 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves >] for this Call. We confirm that we are not quoting for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the Call for Tenders procedure.
- 6 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.
- 7 We accept that we shall be excluded from participation in the award of this Call if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.
- 8 We have no potential conflict of interests or any relation with other candidates or other parties in the Call for Tenders procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other offer in this procedure.

- 9 We will inform the Contracting Authority 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.
- 10 We note that the Contracting Authority is not bound to proceed with this Call for Tenders and that it reserves the right to cancel or award only part of 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: _____

FINANCIAL BID

Description	Financial offer - €
Purchase of Motor Vehicle, Volkswagen Passat, bearing registration number ACC 761, tale quale and without warranty, from the Malta Resources Authority	

Bidder's Declaration:

I hereby bind myself to purchase motor vehicle, Volkswagen Passat bearing registration number ACC 761, tale quale and without warranty from the Malta Resources Authority within 3 months from the closing date for submission of offers.

Name of Bidder: _____

Date: _____

I.D. No.: _____

Signature: _____