



To all prospective Bidders

Reference: RFP_007/2016 - REQUEST FOR PROPOSALS FOR A CONCESSION CONTRACT FOR THE OPERATION OF A CAR-SHARING PROGRAM THROUGHOUT THE MALTESE ISLANDS

Subject: - Clarification Number 3

Reference is made to the above-mentioned public call for tenders for which the deadline for submission of offers is 27th January 2017 at 10.00 hrs. Hereunder please find clarification which is construed to form an integral part of the Quotation Document:

Question No.1

Will the bid bond be reimbursed after the 10th year of concession, or after the negotiations are finalized?

Answer to Question No. 1

Reference is made to Section 11.2.4 which provides that the Bid Bond of bidders who have not been selected shall be released within five (5) calendar days from the signing of the Concession Agreement. The Bid Bond of the successful bidder shall be released on the signing of the Concession Agreement, and on submission of a valid Performance Guarantee.

Question No.2

Can the Contracting Authority award the Project and negotiate a Concession Agreement with Bidders that do not meet all the minimum criteria indicated in Section 5 of the RFP?

Answer to Question No. 2

Reference is made to Section 11.1.6 which provides that the subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements shall not be changed during the course of the negotiations.

Question No.3

Can you confirm the Concession Agreement cannot deviate from any of the conditions set in the concession tender document (i.e. the terms and criteria listed in the RFP)?

Answer to Question No. 3

Reference is made to Section 11.1.6 which provides that the subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements shall not be changed during



the course of the negotiations. The Concession Agreement will reflect the terms of the RFP and additional terms to be negotiated between the parties.

Question No.4

Are the conditions set in the tender (i.e. the terms and criteria listed in the RFP) and subsequent Concession Agreement completely fixed for the next 10 years?

Answer to Question No. 4

The Concession Agreement will reflect the terms of the RFP and will remain in force for the term thereof. Amendments shall only be permitted in accordance with the RFP and applicable legislation.

Question No.5

Is the Preferred Bidder/Concessionaire obliged to maintain all the loss-making activities requested in the concession tender document for 10 years?

Answer to Question No. 5

The Concessionaire shall have the right to, depending on the demand for the services, move the vehicles around the said locations in order to ensure availability of vehicle where demand is high. The Concessionaire is therefore not required to leave vehicles parked in each of the locations referred to in the RFP (except in those marked with an asterisk in Section 5.4.1). Provided that the Concessionaire shall however be required to make vehicles available in all of the locations if a booking is made, so as to accommodate said booking.

Question No.6

What happens if the Preferred Bidder/Concessionaire does not fully comply with all the conditions of the tender (i.e. the terms and criteria listed in the RFP)?

Answer to Question No. 6

The RFP provides for clarifications / rectification in specified circumstances. Bidders shall not be permitted to make any material alterations to their bid.

Question No.7

Can the Contracting Authority seize the Bid Bond, the Performance Guarantee or claim compensation as soon as the Preferred Bidder/Concessionaire fails to execute a single clause of the Concession Agreement?



Answer to Question No. 7

The circumstances leading to forfeiture of the Bid Bond are set out in the RFP. The circumstances leading to forfeiture of the Performance Guarantee shall be set out in the Concession Agreement to be negotiated between the Parties.

Question No.8

Can the second bidder (i.e. bidder whose bid has been evaluated as second most advantageous) request the Contracting Authority to act as soon as the Preferred Bidder/Concessionaire fails to execute a single clause of the Concession Agreement?

Answer to Question No. 8

The execution of the Concession Agreement by the Contracting Authority and the Concessionaire will constitute an official commitment of the parties to undertake the Project. At this stage, the RFP process will be closed and the rights and obligations of bidders (including the second ranked bidder) will no longer be regulated by the RFP.

The Contracting Authority reserves the right to enter into negotiations with the bidder whose bid has been evaluated as second most economically advantageous if the Concession Agreement is not signed with the Preferred Bidder (or the latter fails to provide Performance Guarantee). This process may be repeated in accordance with the ranking of bids until negotiations are successful with a bidder and the bidder executes the Concession Agreement and provides the Performance Guarantee.

Question No.9

Can you confirm that if the Preferred Bidder/Concessionaire fails to execute a clause of the Concession Agreement, the penalty (i.e. seizure of the Performance Guarantee) can be as high as € 200,000?

Answer to Question No.9

The circumstances leading to forfeiture of the Performance Guarantee shall be set out in, and regulated by, the Concession Agreement to be negotiated between the Parties. With regards to the value, as clearly provided in terms of the RFP, the Concessionaire shall be entitled to request that the amount of the Performance Guarantee is reduced to fifty thousand Euro (€50,000) upon providing evidence that the minimum initial investments proposed by the Concessionaire in its bid (including without limitation the investments in the fleet and the charging stations) have been completed.



Question No.10

Can the second bidder (i.e. bidder whose bid has been evaluated as second most advantageous) claim compensation as soon as the Preferred Bidder/Concessionaire fails to execute a single clause of the Concession Agreement?

Answer to Question No. 10

The execution of the Concession Agreement by the Contracting Authority and the Concessionaire will constitute an official commitment of the parties to undertake the Project. At this stage, the RFP process will be closed and the rights and obligations of bidders (including the second ranked bidder) will no longer be regulated by the RFP.

Question No.11

Can the Contracting Authority enter into negotiations with the second bidder (i.e. bidder whose bid has been evaluated as second most advantageous) as soon as the Preferred Bidder/ Concessionaire fails to execute a single clause of the Concession Agreement?

Answer to Question No. 11

The Contracting Authority may (if it so chooses) enter into negotiations with the bidder whose bid has been evaluated as second most economically advantageous if a Concession Agreement is not signed with the Preferred Bidder (or the latter fails to provide Performance Guarantee) and not if, following execution of Concession Agreement and provision of Performance Guarantee, the Concessionaire is in breach of its obligations under the Concession Agreement. The execution of the Concession Agreement by the Contracting Authority and the Concessionaire will constitute an official commitment of the parties to undertake the Project. At this stage, the RFP process will be closed and the rights and obligations of bidders (including the second ranked bidder) will no longer be regulated by the RFP.

Question No.12

Can you confirm that the car sharing program must have a minimum of eighty (80) cars within a maximum of eight (8) months from the date of execution of the Concession Agreement?

Answer to Question No. 12

The timelines in Section 5.13 (as amended by Clarification Number 1) are confirmed. Reference is also made to Section 5.13.3 in terms of which bidders which propose to install on-street electric vehicle charging stations are granted an additional five (5) months to install its electric vehicle charging stations and deploy the electric vehicles proposed in its fleet, subject to the terms thereof.



Question No.13

Can you confirm that the Contracting Authority must consider that the Preferred Bidder fails to execute the Concession Agreement if it has less than (80) vehicles after eight (8) months from the date of execution of the Concession Agreement?

Answer to Question No. 13

The Concession Agreement will include the obligations set out in the RFP, including without limitation in relation to the implementation of the Project. The Concession Agreement will regulate the consequences of breaches by the Concessionaire of its obligations therein.

Question No.14

Is it a minimum of eighty (80) in the fleet (i.e. owned by the Concessionaire) or on the roads (i.e. available 24/7 and always adequately charged)?

Answer to Question No. 14

The car sharing program must be launched with a minimum of eighty (80) vehicles. Accordingly, the eighty (80) vehicles must be deployed for exclusive use in the Project. In terms of Section 5.3.7 the Concessionaire must provide substitute vehicles whenever a vehicle becomes unavailable due to accident, breakdown, or other emergency occurrence.

Question No.15

The use of electric vehicles, is encouraged: bidders get better marks if they have plug-in electric vehicles in their fleet. As those vehicles require long charging time, they cannot be available 24/7 and always adequately charged. Does the Contracting Authority count those unavailable vehicles as in the fleet or on the roads?

Answer to Question No. 15

In terms of 5.5.1, vehicles can be charged in public spaces (using existing charging infrastructure). Ideally EVs are parked adjacent to charging points. This is a logistical and operational issue that the Concessionaire has to deal with in accordance with its operational methodology. The bidder can come up with various EV charging options to accommodate its intended operations.



Question No.16

Can you confirm that the Contracting Authority does not offer any incentives (apart from the use of priority lanes) for the users of the car sharing program?

Answer to Question No. 16

The current incentives being offered with respect to users of the Car Sharing Program are set out in the RFP. These are the use of priority lanes and exclusive on-street parking. Other incentives of general application may also be availed of by users of the Car Sharing Program. The Contracting Authority notes that no CVA for entrance into Valletta is payable for users of electric vehicles (irrespective of whether such vehicle is privately owned or not).

Question No.17

What do you mean by the Concessionaire shall be required to file an application for electric car-charging infrastructure with the Contracting Authority? Does it mean that bidders are encouraged to pledge offering electrical vehicles without a guarantee to get the charging infrastructure?

Answer to Question No. 17

As stated in Section 5.5.1 of Clarification Number 1, the Concessionaire shall be responsible for ensuring that vehicles are adequately charged for use by users, whether through car-charging infrastructure at the locations where the services are to be provided, charging infrastructure (including existing infrastructure referred to in Section 4.2.5) owned and / or operated by third parties (subject to reaching an agreement with said owners and / or operators as necessary) or at its own Premises, or a combination thereof.

In terms of Section 5.13.3, in the event that the Concessionaire proposes to install on-street electric vehicle charging stations, the Concessionaire shall be granted an additional five (5) months to install its electric vehicle charging stations and deploy the electric vehicles proposed in its fleet. Provided that the Concessionaire shall, within thirty (30) days from date of execution of Concession Agreement, submit all applications with the relevant authorities and / or utility service providers for the installation of the said charging stations and thereafter diligently pursue said applications.

If the Concessionaire chooses to install its own charging stations, it will need to apply for a permit to install a charging point in public areas, which application shall be favourably considered by the Contracting Authority. If there is a problem with the location chosen, the contracting authority will enter into discussion with the applicant to find an alternative location as close as possible to the one applied for. Please check these standards with the appropriate unit at Transport Malta. Applications should also be



made with Enemalta for the provision of electricity required for the charging point as per normal Enemalta procedures.

Question No.18

What do you mean by legislation is currently under review and will be amended to deal specifically with car sharing? Does it mean that bidders are invited to develop a business model without knowing the applicable legislation?

Answer to Question No. 18

Legislation regulating car leasing companies is currently in place. No legislation is currently in place with respect to Car Sharing Programs, except for a general requirement for a licence to be obtained from Transport Malta. A legal framework is necessary in order to regulate the provision of car sharing services and this is in the process of being promulgated. Transport Malta is the authority responsible for granting licences in respect of the letting or hiring of any vehicle for the conveyance of persons. Transport Malta will remain vested with such right following promulgation of law and a licence will be granted to the Concessionaire in accordance with the terms of the RFP. Operating licences currently in place exclude the provision of car sharing services and the respective operators are obliged to carry out services as permitted in terms of the relevant licence. Changes in the regulations will be made to this effect. Such regulations will reflect the conditions set out in the process of this RFP.

Question No.19

Can the Authority for Transport in Malta refuse to grant a licence to another private car sharing operator that comply with the applicable legislation?

Answer to Question No. 19

The Contracting Authority is, in terms of applicable legislation, the Authority which is responsible for granting transport related operating licences. The Contracting Authority shall be granting the successful bidder a license to operate this Car Sharing Program together with the allocation of exclusive on-street public parking spaces. No other licences (except as provided in terms of Section 6.2 of the RFP) will be provided as far as exclusive use of public car parking spaces is concerned. As per above, regulations will be published regulating car sharing services including any future car sharing services operating from a private car park to another private car park. As indicated in this RFP, TM may allow car sharing services operations from licensed private car parks to other licensed private car parks, meaning that a trip will start and end from one private car park in another private car park. A distinction will be made (including time frames) to differentiate between the different type of services. It is to be noted that if car-sharing services operating from a private car park to another are introduced, these will be regulated with specific obligations and



requirements. Once these conditions are drawn up, the Contracting Authority will be able to consider such requests.

Question No.20

Would the Contracting Authority cancel/amend the RFP if a private operator was to announce the launch of a car sharing service?

Answer to Question No. 20

This is a service of hire and reward for which a licence by Transport Malta is required by law. The licence to operate a car sharing service shall be awarded pursuant to this RFP. No other licences (except as provided in terms of Section 6 of the RFP) will be provided.

Question No.21

Can the Concessionaire freely and unilaterally terminate the Concession Agreement if a private operator launch a car sharing service?

Answer to Question No. 21

The rights of either party to terminate the Concession Agreement shall be regulated in terms of the Concession Agreement to be executed between them. As clearly stated above, no licence (except as provided in terms of Section 6 of the RFP) will be granted to third party operators.

Question No.22

Would the Contracting Authority amend/terminate the Concession Agreement if a private operator launch a car sharing service?

Answer to Question No.22

Please refer to previous replies.

Question No.23

EU Competition and State Aid Rules are limiting the extent of support that can be provided by the State to any car sharing operator. In this context, the Maltese authorities should be allowing space for fair competition to other private operators. In this sense, would it be legal to prohibit users of private car sharing operators to park cars in spaces available to the public while users of Concessionaire Car Sharing vehicles shall be permitted to park on street parking space for two hours?



Answer to Question No. 23

Clarification requests are intended to provide interested parties with the possibility of clarifying parts of the RFP which are not clear. The above is not a clarification request. However, it is to be noted that it is the responsibility of the Contracting Authority to regulate use of road infrastructure (amongst other things). Parking for transport related operations and operators are already being regulated; this includes parking for taxis at stands in public spaces, reserved parking for coaches, public transport and loading and unloading bays, as well as reserved parking for EV Car owners to charge an EV vehicle in the designated charging bays.

Question No.24

Can you confirm that the Contracting Authority cannot give a preferential treatment to the Concessionaire at the expense of other private operators?

Answer to Question No. 24

Clarification requests are intended to provide interested parties with the possibility of clarifying parts of the RFP which are not clear. The above is not a clarification request. This notwithstanding, it is noted that the Concessionaire will be granted the rights set out in the RFP and be subject to the obligations set out therein and in the Concession Agreement. As explained above, different operators are regulated in different manners in accordance to the obligations set out in their licence.

Question No.25

What are the conditions to get a private licence?

Answer to Question No. 25

Licences may be granted to private operators provided that they operate car sharing program from one licensed privately operated car park to one or more privately operated car parks, once regulations for the latter are in place. The Contracting Authority shall however not grant such operators the right to make use of exclusive on-street car parking spaces or public car parks in the provision of the private car sharing program.

Question No.26

Can the Contracting Authority give a preferential treatment to the drivers of private cars at the expense of the user of Car Sharing vehicles? In this sense, would it be legal to prohibit users of car sharing operators to park cars in spaces available to the public while drivers of private and rental vehicles are permitted to park on street parking space?



Answer to Question No. 26

Users of the Car Sharing Program will be required to make use of the vehicle forming part of the fleet deployed by the Concessionaire in the manner set out in the RFP / Concession Agreement. The RFP is being issued to meet certain objectives, as set out in Section 2. Car Sharing Users will be entitled to park in public spaces exclusively allocated to said users. Parking outside such spaces shall be restricted as set out in the RFP (as amended).

Question No.27

The Concession Fee proposed will be applicable to the initial parking slots granted to the Concessionaire. If additional spaces are provided by the Contracting Authority, an increase in the Concession Fee must be applied for the remaining period of the Term to reflect the increase in additional spaces provided. What is the link between the Concession Fee and the number of parking space? Is the Concession Fee a form of rental price for parking space?

Answer to Question No. 27

The Concession Fee, inter alia, takes into account the provision of exclusive parking spaces for the initial fleet. In the event that, upon demand from the Concessionaire, additional spaces are agreed to be provided by the Contracting Authority, an increase in the Concession Fee will be applicable.

Question No.28

The Car Sharing Program shall, as a minimum, be implemented in the locations in Malta and Gozo marked with an asterisk in the list of section 5.4.1. If there is no demand, does the Concessionaire need to maintain the unutilized infrastructures for 10 years?

Answer to Question No. 28

In terms of Section 5.4.2 of the RFP, the Concessionaire shall have the right to, depending on demand, move the vehicles around the said locations in order to ensure availability of vehicle where demand is high. The Concessionaire is therefore not required to leave vehicles parked in each of the locations referred to above (except in those marked with an asterisk in accordance with Section 5.4.1 of Clarification Number 1).

Concessionaire shall however be required to make vehicles available in all of the locations set out in Section 5.4.1 (and not only those marked with an asterisk) if a booking is made, so as to accommodate said booking.



Question No.29

Can you publish the list of participants which was made public and circulated during the clarification meeting? Is it fair the last person to write his name on the list got more information on the other participants than the first per person?

Answer to Question No. 29

The bidder's conference was intended to grant bidders the opportunity to request clarifications regarding the Competitive Process. Clarifications requests are, in the same manner, intended to provide interested parties with the opportunity of clarifying parts of the RFP which are not clear. The above is not a clarification request and therefore no reply is necessary.

Question No.30

How can the concessionaire be permitted to move the vehicles around if he is also obliged to have car for booking in real time 24/7 at any station?

Answer to Question No. 30

It is the Concessionaire which decides on the booking system to be adopted, subject to compliance with the terms of the RFP. Booking can be made either through pre-bookings or in real time. Real time bookings may be accommodated in accordance with availability of vehicles. As per Section 5.7, Concessionaire is encouraged to accept bookings in real time just minutes before the customer would need to avail himself / herself of the service and provided that time slots are available.

In terms of Section 5.4.2 of the RFP, the Concessionaire shall have the right to, depending on demand, move the vehicles around the said locations in order to ensure availability of vehicle where demand is high. The Concessionaire is therefore not required to leave vehicles parked in each of the locations referred to above (except in those marked with an asterisk in accordance with Section 5.4.1 of Clarification Number 1).

Concessionaire shall however be required to make vehicles available in all of the locations set out in Section 5.4.1 (and not only those marked with an asterisk) if a booking is made (subject to availability), so as to accommodate said booking.

Question No.31

One way trips are not compatible with booking in real-time 24/7 as you might not have time to recover the car from where it was parked. Does it meet the Concessionaire needs two fleets?



Answer to Question No. 31

Refer to the above. Two fleets are not necessary.

Question No.32

Can the Concessionaire ask a higher price from people with a higher risk profile?

Answer to Question No. 32

The Concessionaire may charge an additional premium depending on age. As explained in Section 5.9.1, the Car Sharing Program will have to be open to all those interested without any unfair discrimination. Additional premiums / limitations on use would therefore need to comply with Section 5.9.1.

Question No.33

Can you expel someone who is consistently damaging the vehicles?

Answer to Question No. 33

See above. Only unfair discrimination is prohibited.

Question No.34

Is there a non-competition clause?

Answer to Question No. 34

Please advise what clarification is being requested here. As explained above, licences will only be granted in terms of Section 6.

Question No.35

Can you clearly identify those conditions/parameters that are negotiable (after the bidder is selected) and those that are not?

Answer to Question No. 35

As stated in Section 11.1.6, the subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements shall not be changed during the course of the negotiations. Other clauses in the Concession Agreement, such as clauses in relation to defaults and remedies, termination, circumstances permitting forfeiture of Performance Guarantee, penalties for failure



Transport Malta

to meet obligations undertaken and similar contractual provisions (not already provided for in the RFP) shall be subject to negotiation.

Question No.36

Does negotiations of Concession Agreement with the Preferred Bidder need to be in line with the conditions set prior to the selection.

Answer to Question No. 36

Negotiations shall be carried out in line with the requirements of the RFP and applicable legislation. As stated in Section 11.1.6, the subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements shall not be changed during the course of the negotiations.

Question No.37

What are the current procedures to apply for a license to launch a private operation?

Answer to Question No. 37

There are no licences for operating car sharing programs, as yet. A licence to operate the Car Sharing Program using exclusive public parking spaces will be granted in accordance with the RFP. Licences to private operators (i.e. private parties operating car sharing programs from one privately owned car park to another privately owned car park) may be granted by the Contracting Authority in line with the terms of Section 6 of the RFP and any other conditions as may be prescribed by it, according to laws in force from time to time.

Question No.38

Kindly identify those conditions/parameters that are negotiable (after the bidder is selected) and those that are not. You understand that prospective bidders need to have a clear list of what is negotiable in advance because it will determine whether to proceed to bid or not. Also, any future negotiations with the selected bidder would need to be in line with the conditions set prior to the selection.

Answer to Question No. 38

As stated in Section 11.1.6, the subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements shall not be changed during the course of the negotiations. Other clauses in the Concession Agreement, such as clauses in relation to defaults and remedies, termination, circumstances permitting forfeiture of Performance Guarantee, penalties for failure



to meet obligations undertaken and similar contractual provisions (not already provided for in the RFP) shall be subject to negotiation.

Question No.39

During the information meeting you made reference to EU Competition and State Aid Rules limiting the extent of support that can be provided by the State – on the premise that the car sharing service is not considered in the same way as public transport. Our understanding is that such Competition Rules also apply for the Government in terms of allowing space for fair competition to other private operators. In this sense, would it be legal – in terms of Competition Law – to prohibit private operators to park cars on street parking spaces? This would constitute a clear preferential treatment to the selected bidder and clearly in breach of the same EU Rules. Also, the argument for protecting the selected bidder for reasons of public service cannot be used because as you said the negotiations to treat the car sharing service as a public service (and hence be eligible for more public support) has been unsuccessful. So there is the following contradiction:

- The car sharing service is considered as a public service when it comes to prohibit any potential competition (hence justifying unfair competition).
- The car sharing service is NOT considered as a public service when it comes to support the operator.

It seems that the Government/TM wants to attain the best of both worlds. Clearly, there needs to be a clear stand on this prior to the bidding deadline. This basic thinking is a fundamental aspect of the whole project. And it needs to be made clear to everyone from the start.

Answer to Question No. 39

The bidder's conference was intended to grant bidders the opportunity to request clarifications regarding the Competitive Process. Clarifications requests are, in the same manner, intended to provide interested parties with the opportunity of clarifying parts of the RFP which are not clear. The above is not a clarification request and therefore no reply is necessary.

Notwithstanding the above, it is noted that the incentives provided are set out in the RFP, and the Concessionaire will be appointed through an open tender process and will be required to discharge specific obligations in relation to the service to be provided in terms of the RFP. The Concessionaire will be granted the exclusive use of specified public parking spaces. Private operators shall only be granted a right to operate from and to private car parks.

Question No.40



Transport Malta

With reference to prohibiting private operators to park in normal street parking (besides it being probably illegal according to Competition Rules) it is also the contrary of what we see in ALL other countries where the car sharing service is operating. In other countries, car sharing vehicles are permitted to park in street spaces; and moreover, in those spaces where you have to pay by the hour, this is made for free for such car sharing vehicles. This is another supporting factor that provides incentive to the user.

Answer to Question No. 40

Please refer to above. As explained in Section 2 of the RFP, the award of the Concession is intended to achieve certain objectives which are particular to Malta and the current socio-economic issues it faces.

Question No.41

Grants Scheme and subsidies

- 1) Will the Government be able to ensure the current electric car scheme for the operator? Will there be any changes?
- 2) Will the Government launch new grants for electric cars? What will the cap per car and per company be or be limited to?

Answer to Question No. 41

1. This RFP is issued by the Contracting Authority and is limited to the award of a licence to operate a car sharing program. Any incentives of general application issued by Government or the Contracting Authority are regulated by the relevant scheme / incentive. Please refer to the issuance of grant scheme published in the Government Gazette on 17 January 2017¹.
2. Refer to the above.

Question No.42

Charging stations

1. How can a candidate estimate the installation costs of a charging station? Can the Government give an example by publishing the costs of the installations of the current charging stations deployed in Malta?
2. What will the working scheme of the deployment of charging stations be and who will pay each stage? For example, who will incur on the cost of bringing electricity to the stations, take care of the pavement, amongst other costs.
3. We understand all parking spaces will have access to stable energy that will not harm the infrastructure deployed.
4. What will the minimum power (kW) supplied to each base by the Authority be?

¹ http://www.transport.gov.mt/admin/uploads/media-library/files/Government%20Gazette%20-%202017th%20January.pdf_20170118142519.pdf



5. Charger Marks: Will the marks for deployed charging stations be the same if the chargers are deployed on year 1 or on year 10? For avoidance of doubt, how many charging stations will be considered in the following example:

OFFER-IMPLEMENTATION PLAN FOR CHARGING STATIONS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Number of Charging stations	10	1	1	1	1	1	1	1	1	1	19

Answer to Question No. 42

1. According to our calculations and experience – including CCTV, branding approximation, lighting and all installation related costs, circa eighteen thousand Euro excluding VAT. However the cost will be less or more depending on the make and the model. Approximate Enemalta related costs and civil works also included, however those depend on distance between charger siting and nearest overhead supply, which is an approximation.

Whilst the information has been prepared in good faith, it does not purport to be comprehensive nor does it purport to have been independently verified. Neither the Contracting Authority nor its employees, agents or advisers (nor the employees or agents of any such advisers) make any representation or warranty, express or implied, with respect to the veracity, adequacy, accuracy, reasonableness or completeness of this information.

Bidders are advised not to make reliance on such information and to carry out their own independent analysis as to the costs involved.

2. All costs and expenses relating to the implementation of the Car Sharing Program are to be borne by the Concessionaire. The Concessionaire shall be responsible for the full implementation of the Car Sharing Program, including bringing electricity to relevant stations.
3. It is the responsibility of the Concessionaire to apply for electricity infrastructure with the electricity provider in Malta (Enemalta) and for supply of electricity to said charging infrastructure.
4. The Authority does not supply electricity. It is the responsibility of the Concessionaire to procure the supply of electricity from the electricity provider in Malta. Enemalta will be responsible for connecting the charging stations to the grid.
5. The implementation of the Project is regulated in terms of Section 5.13 of the RFP, as amended by Clarification Number 1.



6. It is only those stations which are to be installed within the time-frames specified in Section 5.13 (as amended) which shall be taken into account for the purposes of evaluation. It is noted that in terms of Section 5.13.3 of the RFP (as amended by Clarification Number 1), if a bidder proposes to install on-street electric vehicle charging an additional five (5) months for installation of charging stations and deployment of electric vehicles will be granted in accordance with the terms of the said section.

Question No.43

Fleet size and composition

- 1) We understand that temporary fleet, if any, will not score or will not be considered in the marks.
- 2) In the case of fleet renewal, can the mix and the vehicle types be modified? Can these vehicles included to renew the fleet be second hand?
- 3) Fleet marks: Will the marks for deployed vehicles be the same if the vehicles are deployed on year 1 or on year 10? For avoidance of doubt, how many vehicles will be considered in the following example:

Answer to Question No. 43

The implementation of the Project is regulated in terms of Section 5.13 of the RFP, as amended by Clarification Number 1.

It is only those vehicles which are to be deployed within the time-frames specified in Section 5.13 (as amended) which shall be taken into account for the purposes of evaluation. It is noted that in terms of Section 5.13.3 of the RFP (as amended by Clarification Number 1), if a bidder proposes to install on-street electric vehicle charging an additional five (5) months for installation of charging stations and deployment of electric vehicles will be granted in accordance with the terms of the said section.

No conditions are imposed in relation to renewal of fleet however the Concessionaire must ensure that the fleet proposed is at all times (except as permitted in terms of RFP and Concession Agreement in case of breakdown or other exceptional circumstances) deployed exclusively for use in the Car Sharing Program and in line with the requirements of the RFP (including in particular Section 5).

Ref: RFP007/2016 Clarification Questions
Corocota Consulting

	Year1	Year2	Year3	Year4	Year5	Year6	Year7	Year8	Year9	Year 10	total
Number of vehicles	80	2	2	1	1	1	1	1	1	1	91

Question

We assume that the Criterion 3 on the award table of Appendix 3 will be 91.



Answer

Refer to above. Only the number of vehicles to be exclusively used in the Car Sharing Program and deployed within the time-frames set out in Section 5.13 of the RFP (as amended by Clarification Number 1) will be taken into account for the purposes of evaluation.

Question

4) Is a four-wheel vehicle with a kerb weight of 350kg eligible as vehicle?

Answer

The term vehicle is referring to a motor vehicle – that is, a mechanically self-propelled vehicle intended for use on the road, other than a vehicle running on rails, the maximum designed speed of which exceeds 45 kilometres per hour – and excludes motor cycles, motor tricycles and quadricycles as defined in the Registration and Licensing of Motor Vehicles Regulations (S.L. 368.02) as any.

Question

5) Can a conventional heat engine vehicle proposed in the offer be replaced by an EV in the coming years of the project? Can it be the other way around?

Answer

An ICE vehicle can be later replaced by an electric vehicle. This however will not count as far as marks are concerned during evaluation. If a bidder proposes an amount of EVs the said bidder will be awarded points in accordance with RFP. It is not possible to subsequently change the EVs with an ICE vehicle (other than in exceptional cases where an EV breaks down and it can be temporarily replaced with an ICE vehicle until the EV is brought back into service, as specified in RFP as amended).

Question

6) Can the client re-fuel the vehicle during the renting period?

Answer

Yes, however the Concessionaire must comply with Section 5 of the RFP, including without limitation Sections 5.3.4, 5.3.5 and 5.6.5



Question

7) What is the minimal storage capacity of a thermic engine vehicle to be consider as “commercial Vehicle” under RFP terms?

Answer

By thermic engine it is being understood to mean an ICE (internal combustion engine). Commercial means of the N1 category as defined in the Registration and Licensing of Motor Vehicles Regulations (S.L. 368.02).

Question No.44

Fleet management

1) In respect to 5.7.7, we understand it is enough to have all vehicles available for the next day no matter the location. Nonetheless, the concessionary and the authority will study the demand to optimize car availability.

Answer to Question No. 44

Refer to Section 5.4.2 of the RFP as amended in terms of Clarification Number 1. The Concessionaire shall have the right to, depending on demand, move the vehicles around the said locations in order to ensure availability of vehicle where demand is high. The Concessionaire is therefore not required to leave vehicles parked in each of the locations referred to above (except in those marked with an asterisk in accordance with Section 5.4.1). Provided that the Concessionaire shall however be required to make vehicles available in all of these locations if a booking is made, so as to accommodate said booking, subject to availability.

Question No.45

Deployment of the parking spots

1) We understand that the obligation of the Concessionaire to deploy the vehicles goes hand in hand to the parking spots installed and operating with the chargers the Concessionaire has estimated, if any. Thus, not being obliged to deploy the vehicles until the parking spots are secured even if there is an obligation to deploy 50% of the cars in the fifth month and 100% of de vehicles in the eighth month.

Answer to Question No. 45

The Concessionaire will be required to deploy the vehicles within the time limits specified in Section 5.13 (Timeline for Implementation of Project), subject to the Contracting Authority complying with its obligations to provide spaces within said implementation period.



Question No.46

_Deployment of the parking spots

1) The tender establishes that bookings can be done through the phone. Can the Concessionaire establish certain hours of the day for bookings?

Answer to Question No. 46

Concessionaire can establish certain hours for bookings by phone however, as set out in Section 5 of the RFP (as amended by Clarification Number 1), the Car Sharing Program must be available on a 24/7 basis and accordingly the Concessionaire shall ensure that members can book cars at any time, for example online or by mobile app.

Question No.47

Rates

1) Is the proposed fare in the offer the maximum fare that can be charged to the users? Can the Concessionaire offer lower fares than the ones in the Offer/Concession Contract for commercial reasons?

Answer

Yes lower rates can be charged.

Question

2) Can the Concessionaire offer different prices/conditions to those clients who demand a heavy use of the vehicles?

Answer

Yes.

Question No.48

Software

1) 5.10.1 states that the Concessionaire must share with the Contracting Authority the data it collects. Doesn't sharing private client information infringe the law? In what format will the Concessionaire have to send this information and which parameters will it include?



Answer to Question No. 48

The Contracting Authority will not require any information relating to an identified or identifiable natural person (as such terms are defined in the Data Protection Act, Chapter 440 of the laws of Malta). The data that the Concessionaire is expected to collect and report in relation to the Project shall be defined and agreed in the Concession Agreement.

All documents conditions and requirements remain in place