



Transport Malta

Ref No.: TM_RFP 004/2016

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REQUEST FOR PROPOSALS FOR THE USE OF STORAGE SPACE FOR IMPOUNDED VEHICLES

Closing Date: Friday, 29th July 2016

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This RFP is free of charge.

Transport Malta is the Authority for Transport in Malta set up by Act XV of 2009
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REQUEST FOR PROPOSALS FOR THE USE OF STORAGE SPACE FOR IMPOUNDED VEHICLES

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DEFINITIONS:

The following definitions and abbreviations also apply throughout this document save where the context otherwise requires.

Authority / Contracting Authority means The Authority for Transport in Malta also referred to as Transport Malta.

Effective Date means the date on which the Lease Agreement comes into force and offices are actually handed over to the Authority.

Extraordinary Repairs means repairs to walls, structural repairs, ceilings and vaults, the replacing of beams and the entire renewal of the roof, staircase and pavement; and includes any other items covered by the respective laws (Civil Code) and regulations and /or items agreed upon with the respective Lessor.

Government means the Government of the Republic of Malta.

Lessee: The persons/entity, Contracting Authority leasing the premises from the Lessor, this includes all the personnel employed by the Lessee and its representatives duly appointed to act its representatives duly appointed to act in its name and on its behalf as well as its successors; but does not include its agents, contractors, partners, customers, visitors and guests.

Lessor: The persons/entity leasing the premises to the Lessee, this includes all the personnel employed by the Lessor and its representatives duly appointed to act its representatives and to act in its name and on its behalf as well as its successors; but does not include its agents, contractors, partners, customers, visitors and guests.

Ordinary Repairs means all those repairs not being extraordinary repairs.

Proposal means a submission formulated by a proponent in response to this Request for Proposals in compliance with the terms and conditions set out in this RFP. This is also referred to as Bid.

Prospective Proponent / Prospective Bidder refers to any interested party who intends to submit a Proposal in response to this Request for Proposals.

Proponent / Bidder is used to refer to any Prospective Proponent who submits (whether on its own or jointly in the form of a Consortium) a Proposal in response to this Request for Proposals.

Successful Proponent / Bidder is the term used to refer to the Proponent who has been identified as the best suited for the award of the Lease Agreement.

RFP means the Request for Proposals together with all relative annexes and accompanying documentation.

RFP Process means the competitive process, and all preparatory and other activities related thereto, intended to lead to the award of the Agreement to the Successful Proponent.

1. Background

Transport Malta (TM) is responsible to regulate all forms of transport including Land, Maritime and Aviation.

S.L. 65.13 Clamping and Removal of Motor Vehicles and Encumbering Object Regulations empowers the Authority, inter alia, to remove, store and dispose of any encumbering object.

In line with the above mentioned legislation, Transport Malta is seeking to lease a large storage space in order to adequately store compounded vehicles. To this extent this Request for Proposals (RFP) is being issued.

It is intended that the Premises will be ready for use within 8 weeks from the date of publication of this RFP.

2. Requirements & Specifications

Transport Malta (also referred as the Contracting Authority in this document) is hereby requesting proposals for the leasing of premises for vehicle storage for impounded vehicles in accordance with the requirements, specifications and conditions detailed hereunder and in this document. It will be the responsibility of the Contracting Authority to have an insurance policy to insure the contents/vehicles for the duration of the contract.

2.1. Eligibility Criteria

In order to be considered, the proposed premises must satisfy the below expected minimum eligibility criteria as detailed:

- Security of building and environment to restrict unauthorized personnel from physically accessing the building;
- Be safe and weather proof and flash flood risk free;
- Equipped with an adequate security system;
- Be accessible for a towing truck towing a vehicle. For the avoidance of doubt, the tow truck carrying a vehicle should be freely able to maneuver in and around the premises and park or take any vehicle parked in a maximum of ten minutes and without the need to move any other parked vehicle;
- Have a capacity of 100 medium sized cars, each having a minimum of 15 sqm per car. Premises having a smaller capacity will also be considered provided a minimum of 50 medium sized cars can be stored;
- Having unencumbered and adequate access from road;
- Be centrally located but the Authority may consider other locations;
- Preferably to consist of one premises;
- Already serviced with water and electricity meters;
- Equipped with adequate mechanical and electrical installations; and

The STORAGE SPACE FOR IMPOUNDED VEHICLES quoted by the proponents can be subject to re-measurement and confirmation by the Contracting Authority or appointed representatives.

Proposed premises which do not satisfy the expected minimum eligibility criteria highlighted above will not be considered eligible for this RFP procedure and will be automatically eliminated from this RFP procedure.

If the premises, at the time of submission of the bid do not entirely satisfy the above requirements but the proponent undertakes that the premises will be equipped to the above requirements within 8 weeks from the date of publication of this RFP, then it is deemed that the premises would have satisfied the above requirements (in terms of eligibility).

2.2 Term of lease

The premises are expected to be leased for a period of three years, with the possibility of further extensions at the sole discretion of the Authority.

3. Payments

Rent will be paid quarterly in advance, within thirty (30) days of receipt of invoice.

The lease rate (per annum) will be fixed for a 3 Year Period. In case of Contract extension (beyond the 3 year period) the rate shall be reviewed and adjusted accordingly to the retail price index. For avoidance of any doubt the base index to be taken will be that as at 31st December 2015 and the resulting rate shall be fixed for the extension thereafter.

4. Submittal of RFP & Documentation to be submitted with the RFP.

Proponents are to submit three copies of their proposal, one of which should be marked as "Original". The three copies will be sealed in an outer envelope or parcel and deposited in Tender / RFP Box that is located at the address provided in this document, which envelope or parcel shall contain the following information on its outside:

- a. The address for submission of proposals indicated in this document; and
- b. The reference code and title of this RFP (RFP 004/2016).

Proposals are to include ALL the following documentation AND information.

- a. A document indicating the personal and contact details of the Proponent, also referring to current and previous uses of the site being proposed;
- b. In the case of a company, a copy of the Memorandum and Articles of Association is required;
- c. A site plan (scale 1:2500) which clearly indicates the location of the site;
- d. A block plan (scale 1:100) which clearly indicates the detail of the parking spaces (as built);
- e. Photos of the site indicating access to the site, the building (including the interior), and other facilities in the building and on site;
- f. Details of security features, and CCTV system(saving the provision of security features and CCTV required from Lessor, it will be the Lessee's responsibility, ie the Contracting Authority's responsibility to oversee the contents and vehicles to be stored in the premises being leased);
- g. Documents pertaining to the Proponent's plan and undertaking that the premises will be equipped to the minimum requirements by not later than 8 weeks from date of publication (If applicable); and
- h. Filled in and signed Forms found under Clause 9 to the RFP.

All of the above information is to be labeled and indexed appropriately.

5. Conditions for Participation

5.1. Participants in this Request for Proposals must observe the following:

- a. Submissions are to be made in the English language and in strict accordance with the provisions set out in this document.
- b. The currency of this RFP is the Euro (€).
- c. Participation in tendering is open on equal terms to all natural and legal persons.
- d. **All information requested in this document must be provided.** If any section is not deemed to be applicable the Proponent shall indicate it accordingly, without prejudice to the right of the Authority to disqualify Proponents that do not provide the required information.
- e. The proposal submitted is to be signed by the Proponent's authorised signatory with evidence of such authorization.
- f. In the case where the Proponent is a consortium the information requested herein must be provided for each company forming part of the consortium.
- g. Any correspondence, including the actual proposal must always include the reference number indicated on the front page of this document.
- h. The proposal must be delivered by recorded delivery (official registered postal service) or hand delivered to the address below by not later **than 10:00 hrs on 29th July 2016.**

**The Chairman
Tender / Proposal Box (Reception Level 0)
Transport Malta
Malta Transport Centre
Xatt l-Għassara tal-Għeneb
Marsa, MRS 1917**

Late submissions will not be considered.

5.2. RFP Bids Validity Period

The RFP bids must remain valid for a period of 180 Days after the deadline of submission of bids as indicated in the RFP Document.

In exceptional circumstances the Contracting Authority may request that Proponents extend the validity of the bids for a specific period. Such requests and the responses to them must be made in writing. A Proponent may refuse to comply with such a request. However, his bid will no longer be considered for award. If the Proponent decides to accede to the extension, he may not modify his bid.

The successful Proponent must maintain his bid for a further 60 days from the date of Notification of award.

6. Clarifications and additional information

The hereunder timetable indicates the dates pertaining to the, deadline for any additional information from the Contracting Authority the last date on which additional information are issued by the Contracting Authority.

Timetable

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority	15 th July 2016	1000 hours
Last date on which additional information are issued by the Contracting Authority	22 nd July 2016	10:00 hours
Deadline for submission of Proposals	29 th July 2016	10:00 hours
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

Interested Proponents are to notify the Authority in writing of any clarification required on the RFP.

Any clarifications may be sent, addressed to The Chairman, on the following email address: tenders.tm@transport.gov.mt until 1000hrs of the 15th July 2016. Any requests after this date will not be accepted.

Proponents are notified that any interpretations, corrections or changes to the RFQ will be notified via the Transport Malta website, accessible on <http://www.transport.gov.mt/organisation/procurement>.

Clarification notes will constitute an integral part of the RFP documentation, and it is the responsibility of Proponents to visit this website and be aware of the latest information published online prior to submitting their bid.

Copies of all clarifications will be made also available for inspection at the offices of the Contracting Authority (Procurement Department Level 4).

7. Evaluation Process

7.1. Administrative Compliance

The Evaluation Committee will check the compliance of proposals with the instructions given in the RFP document, and in particular the documentation to be submitted in respect of **Clause 4 of this RFP; Submittal of RFP & Documentation to be submitted.**

Submitted Documentation will be checked against the annexed Administrative Compliance Grid – Appendix 3 to the RFP.

The RFP Evaluation Committee may invite Proponents to supplement or clarify the documents they submit.

Bids which have been considered administratively compliant and satisfy the minimum eligibility requirements set in Clause 2 (eligibility criteria) will be considered to proceed to the Technical Evaluation.

7.2. Technical Evaluation

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant bids' technical conformity in relation to the expected minimum requirements, the preferable location as per clause 2.2 of the RFP Document and the documentation requested by the Contracting Authority as per clause 4 of the RFP document.

In order to carry out the Technical Evaluation the Authority shall have the right to visit the building/proposed premises during the evaluation period (upon respective appointment with the prospective lessor).

The Authority may invite Proponents to supplement or clarify the

documents they submit.

When evaluating technical offers, each evaluator awards each offer a score out of a maximum 100 points in accordance with the criteria and any sub-criteria as outlined in the Technical Compliance Evaluation Grid – Appendix 4 to the RFP. The aggregate final score is arrived at by calculating the arithmetical average of the individual final score of each evaluator.

Only bids/proposals with average scores of at least **70 points** will qualify for the financial evaluation.

Out of the bids/proposals reaching the 70 Point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = \frac{\text{final score of the technical offer in question} \times 100}{\text{final score of the best technical offer}}$$

7.2.1.Requests for further information by the Evaluation Committee.

Where Proposals are not substantially complete or where inconsistent information is presented, the Evaluation Committee may analyse the information as presented and, where necessary, seek specific clarification or additional information from the Proponent.

To this end, the Evaluation Committee reserves the right to request in writing further information from the Proponents. Any such clarifications or additional details requested are to be provided in writing within such time as the Evaluation Committee may reasonably require in terms of its request.

Clarification responses will be reviewed to determine the consistency and acceptability of the Proposal as clarified. However, in case of incomplete or inconsistent information (or for any other reason), the Evaluation Committee reserves the right to recommend the rejection of the Proposal at any stage of the evaluation process.

Any written information received by the Authority and the Evaluation Committee and/or their advisers from a Proponent pursuant to a request as part of the RFP Process shall be considered as an integral part of the Proposal received from such Proponent.

The Evaluation Committee reserves the right to disregard any submissions, provided in response to its request, which purport to alter or have the effect of altering (whether directly or indirectly) in a significant respect the substance of the relative Proposal.

7.3. Financial Evaluation

The financial offers for the bids which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 70

points or more) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors.

In such case Errors will be corrected as follows:

- a. where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and
- b. where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

The amount stated in the bid will be adjusted by the Evaluation Committee in the event of error, and the Proponent will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Procurement Committee to communicate the revised price to the Proponent. If the Proponent does not accept the adjustment, his proposal/bid will be rejected.

The bid with the lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = \frac{\text{lowest financial offer} \times 100}{\text{financial offer of the bid being considered}}$$

7.4. Award Criteria

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the Technical Compliance Evaluation grid as found in Appendix 4 of this RFP document. No other award criteria will be used. The award criteria will be examined in accordance with the requirements of the RFP document.

The Most Economically Advantageous Bid is established by weighing technical quality against price on a 70/30 basis respectively. This is done by multiplying:

- the technical scores awarded to the offers by [0.70]
- the financial scores awarded to the offers by [0.30]

It is to be noted that Authority, has the right to reject the Most Economically Advantageous bid and is not bound to proceed with this RFP Procedure and that it reserves the right to cancel or award only part of the contract.

7.5. Confidentiality

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may not be communicated neither to the Proponents nor to any party other than the Contracting Authority, the Central Government Authority, the Government of Malta, the Commission, the European Anti-Fraud Office and the European Court of Auditors.

8. Procedure for Appeals / Arbitration

Prior to the expiration of the period of validity of RFP bids, the Contracting Authority will notify the successful Proponent, in writing, that his proposal has been recommended for award, pending any appeal being lodged.

Unsuccessful Proponents shall be notified with the outcome of the evaluation process, and will be provided the following information:

- The Criteria for Award;
- The Name of the successful Proponent;
- The recommended price of the successful Proponent;
- The score obtained by the unsuccessful Proponent, and the score of successful Proponent;
- The reasons why the Proponent did not meet the technical specifications/ notification that the offer was not the cheapest (if applicable);
- The deadline for filing an objection (appeal); and
- The deposit required for lodging an appeal (i.e. Euro1,000 - such amount shall be forfeited if the decision results against the appellant).

For this RFP procedure the deadline for filing an appeal will be 5 (five) days from the receipt by the unsuccessful Proponent/s of the above mentioned notification/s. Appeals will be heard by an ad-hoc committee appointed by the Central Government Authority. The appointed Committee will meet within 2 (two) weeks from the lodging of the appeal and will deliver the respective decision within 1 (one) week.

Proponents should be aware that, for all intents and purposes, this RFP process shall be governed, construed and enforced in accordance with the Laws of Malta and any dispute which may so arise in connection therewith, shall be construed as governed by such Laws and as falling under the exclusive jurisdiction of the Courts of the Republic of Malta and shall be finally settled by such Courts accordingly. By lodging a Proposal in terms of this RFP, a Proponent submits to the exclusive jurisdiction of the Maltese Courts in connection with any dispute as aforesaid and accepts to be bound by all the terms and conditions contained or referred to in this RFP.

9. Data Protection

The information collected during this RFP procedure shall be processed in accordance to the Data Protection Act 2001. The information collected throughout this procedure is confidential and intended solely for the use of the Authority and will not be disclosed or copied without the consent of the respective proponent to anyone outside the Authority unless the law permits it to do so.

10. Forms & Appendices

To be filled by proponent

Form 1 – Details of Proponent
Form 2 – RFP Submission Form
Form 3 – Financial Bid
Form 4 – Proponent’s Declaration

For Information Purposes

Appendix 1 - Administrative Evaluation Grid
Appendix 2 – Technical Evaluation Grid (with Points)

Forms

Form 1 – Details of Proponent

Name of Proponent/Joint Venture/Consortium			
Address of registered Office			
E-mail Address			
Tel. Nos.			
Fax Nos.			
Email address			
Mobile Phone No.			
VAT Registration No. (if applicable)			
Date of registration under the Companies Act (if applicable)			
Contact person			
Signature		Date	
ID. Card No.			

Signature:

(the person or persons authorised to sign on behalf of the proponent)

Date:.....

Form 2 – RFP Submission Form

RFP BID SUBMISSION FORM

(A separate, distinct RFP SUBMISSION FORM must be submitted for EACH OPTION – submitted)

Publication reference: RFP 004/2016

A. BID SUBMITTED BY:	<i>(This will be included in the Summary of Bids/Proposals Received)</i>		
<u>In case of a Joint Venture/Consortium:</u> Name(s) of Leader/Partner(s)		Nationality	Proportion of Responsibilities²
Leader¹			
Partner¹			
Etc ...			

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this RFP procedure. If a bid is being submitted by an individual proponent, the name of the proponent should be entered as 'leader' (and all other lines should be deleted)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

B CONTACT PERSON (for this RFP)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____
Address		
E-mail			

C Proponent's DECLARATION(S)

To be completed and signed by the proponent (including each partner in a consortium).

In response to your letter of invitation to bid 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 RFP document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to RFP No. 004/2016 of June 2016. 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 bid offer not being considered any further.
- 2** We offer to provide, in accordance with the terms of the RFP document and the conditions and time limits laid down, without reserve or restriction, the lease of the respective Vehicle space as detailed in the RFP document.
- 3** The total price of our bid (inclusive of duties, other taxes and any discounts but excluding VAT) is:

_____ **PER ANNUM.**
- 4** This bid/proposal is valid for a period of 180 days from the final date for submission of RFP bids/proposals.
- 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 RFP **[Lot No]**. We confirm that we are not bidding 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 RFP 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 RFP Procedure if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.

- 8** We agree to abide by the ethics clauses of this RFP document and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the RFP procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other RFP 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** Our submission has been made in conformity with the RFP Document, and in this respect we confirm having included all the information requested by the RFP Document (as per clause 4 of the RFP Document). We understand that our bid/proposal may be rejected if we fail to insert all the documentation requested
- 11** We note that the Contracting Authority is not bound to proceed with this RFP Procedure 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 proponent: _____

Duly authorised to sign this
Proposal on behalf of: _____

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

Stamp of the firm/company:
(if applicable) _____

Place and date: _____

Form 3 – Financial Bid

The Annual Rental fee shall include all repairs and maintenance related to the property whether ordinary or extraordinary.

Where any system/s are installed by the Lessee the Lessee will be responsible for the repairs, maintenance, servicing etc.

Description	Total including All Other Charges and taxes but excluding VAT <u>PER ANNUM</u> €
Rental fee (fixed for three years)	

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

Date:

Form 4 – Proponent’s Declaration

1. I/We confirm that I/We have legal title to the site and/or have the right to lease the site and building which is the subject of this Request for Proposals.
2. I/WE confirm that the Premises are not the subject of ongoing legal cases, deeds, etc.
3. The premises will be ready for use in accordance with all the RFP requirements by not later than 8 weeks from date of publication.
4. The Lessor warrants that, to the best of his knowledge, the site and building proposed or any part thereof do not infringe or violate any third party property rights including without limitation, trademarks, patents, copyrights or trade secrets.

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

Date:

Appendix 2 – Administrative Compliance Grid – RFP 004/2016

ADMINISTRATIVE COMPLIANCE GRID

RFP Ref No :	RFP 004/2016	Publication reference :	RFP 004/2016
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RFP envelope number	Name of Proponent	Is documentation complete as per clause 4 of the RFP? (Y/N)	Remarks	Overall decision? (Accept / Reject)
1				
2				
3				
4				
5				
6				
7				
8				

Chairman's name	
Chairman's signature	
Date	

Appendix 3 – Technical Compliance Grid – RFP 004/2016

Section	Maximum Score	Score
Fit for Vehicle Storage Space	55	
Level of accessibility for a towing truck towing a vehicle. For the avoidance of doubt, the tow truck carrying a vehicle should be freely able to maneuver in and around the premises and park or take any vehicle parked in a maximum of ten minutes and without the need to move any other parked vehicle	20	
Storage capacity of premises. Maximum points will be awarded for a 100 car capacity. Premises with less capacity will be awarded a proportionate score. It is to be assumed that each car will require 15 sqm in area.	20	
Having unencumbered and adequate access from road	10	
General layout of the premises	5	
Finished / Equipped as per the expected minimum requirements	30	
Security of building and environment to restrict unauthorized personnel from physically accessing the building	6	
Be safe and weather proof flash flood risk free	6	
Equipped with an adequate security system	6	
Already serviced with a water and electricity meter (or in process of application)	6	
General level of finishing,	6	
Preferable Location Features	15	
Centrally located	15	
Total	100	