

**TM REF: TM\_Quotation 016/2013**

**CALL FOR QUOTATIONS**

**REVISION OF THE COST BENEFIT  
ANALYSIS FOR THE CIRKEWWA FERRY  
TERMINAL PROJECT**

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**Closing Date: Thursday, 1 August 2013 at 10:00am CET**

Quotation Document downloadable Free of Charge from TM Website  
[www.transport.gov.mt](http://www.transport.gov.mt)

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# CALL FOR QUOTATIONS

## REVISION OF THE COST BENEFIT ANALYSIS FOR THE CIRKEWWA FERRY TERMINAL PROJECT

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# Instructions to Bidders

## 1. Scope of Services:

The scope of this call for quotations is the revision of the Cost Benefit Analysis for the Ċirkewwa Ferry Terminal project. The appointed consultant is required to prepare an addendum to the current Cost Benefit Analysis addressing the requests for revisions made by the Managing Authority and update the CBA with the revised investment costs, recalculate the EU grant and if necessary recalculate the economic and financial feasibility including sensitivity analysis all in line with the latest EU CBA guidelines. The implementation shall be executed within a period of 4 weeks from the date of the commencement order.

## 2. Procedure:

This Request for Quotations is being issued in line with the Public Procurement Regulations 2010 (Legal Notice 296 of 2010).

This Quotation, being issued as an OPEN procedure, will be also regulated by the Procurement General Conditions which are available on the DOC website ([www.contracts.gov.mt](http://www.contracts.gov.mt)).

The sole award criterion will be the price. The contract will be awarded to the cheapest priced quotation bid satisfying the administrative and technical criteria.

## 3. Timetable of Activities

|                                       | Date                    | Time                   |
|---------------------------------------|-------------------------|------------------------|
| Deadline for Submission of Quotations | Thursday, 1 August 2013 | 10:00hrs<br>Malta Time |

## 4. Evaluation and Award Criteria:

### 4.1. Selection Criteria:

a. The bidding company must provide evidence of possessing experience with carrying out CBAs or Feasibility Studies for EU Funded projects. The minimum criteria shall be two (2) in number carried out in the last 9 years (2004-2012).

b. The bidder shall nominate a Key Expert who shall carry out the Cost Benefit Analysis. Such nominated Key Expert must be a qualified Economist with a University Degree or in possession of an equivalent qualification, and shall have carried out at least two (2) CBAs or Feasibility Studies for EU Funded projects in the last 9 years (2004-2012).

#### 4.2. Award:

The award of these services is to be made on the basis of the lowest administratively and technically compliant financial offer (Price) as shown in the attached Financial Submission Form and Financial Bid.

The notification to the recommended Bidder implies that the validity of his Quotation is extended for a period of thirty (30) days from the date of notification to the recommended Bidder.

### **5. Submittal of Quotations:**

Quotation bids (2 copies - one marked 'ORIGINAL' and one marked 'COPY') must be submitted (hand delivered) by not later than 10:00Hrs of **1 August 2013** at the following address:

**Tender Box (Reception – Block B – Level 0)**

**Transport Malta**

**Malta Transport Centre**

**Marsa, MRS 1917,**

**Malta**

Quotation Bids, including all supporting documents, must be submitted in a sealed envelope/package bearing only;

- a) the above address,
- b) the reference code of this Quotation procedure (**TM\_Quotation 016/2013**)

Late Quotations will be rejected and will not be evaluated. No liability will be accepted for rejection of late Quotations. Quotations submitted by any other means will not be considered. Quotations must comply with the requirements as stated in this quotation document.

Bidders will be deemed to have satisfied themselves, before submitting their Quotation, as to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract and to have included all charges in their rates and prices. In submitting his Quotation, the Bidder will be submitting his best and final offer.

### **6. General Conditions:**

The full set of General Conditions for Works Contracts can be viewed / downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)      *General Conditions for Service Tenders - Version 1.04 (26/04016/2013)*

It is hereby construed that the bidders have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may ordinarily have. The contract conditions shall be binding on the successful contractor.

These general conditions will form an integral part of the contract that will be signed with the successful bidder/s.

## **7. Terms of Reference:**

The consultant shall revise the CBA titled 'Cost-Benefit Analysis of the Mgarr-Cirkewwa Ferry Terminals' (latest revision – January 2011) to take into account the recommendations done by London Economics in their appraisal dated September 2011 on behalf of the Managing Authority. These documents can be perused by prospective bidders during office hours at Transport Malta, Malta Transport Centre, Xatt I-Ghassara tal-Gheneb, Marsa by appointment. Bidders shall submit requests for appointment at the following email address: [tenders.tm@transport.gov.mt](mailto:tenders.tm@transport.gov.mt) during the whole publication period until the closing time for submission of quotes.

The consultant shall also revise the investment cost in view of the Ċirkewwa Ferry Terminal project's actual contracted components, recalculate the Grant calculation and if necessary recalculate the economic and financial feasibility, including sensitivity analysis, all in line with the latest EU CBA guidelines. The consultant may also be required to reply to additional queries following the submission of the CBA addendum and possibly meet with the Managing Authority and its economic consultants. These are included within the remit of this contract.

The consultant shall issue to Transport Malta a list of the necessary data required to carry out this CBA's revision upon contract award.

The consultant shall submit such revised CBA in the form of an addendum within 4 weeks from the commencement order issued as soon as all the necessary data required by the consultant is provided by Transport Malta.

The consultant shall provide a draft CBA addendum to Transport Malta together with an invoice for 50% of the fees agreed.

Transport Malta shall review such draft CBA addendum and should there be the need for amendments, the consultant shall submit an amended final document within 1 week from being asked to do so. Once approval is notified by Transport Malta to the consultant, the consultant shall issue an invoice for the remaining 50% of the fees agreed.

## **8. Validity of Quotation**

Bidders are committed to retain the validity of the Quotation for a period of ninety (90) days from the closing date for the submission of the quotation as shown in 3 above.

## **9. Evaluation of Quotations**

- a) The entire evaluation procedure is impartial and 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.
- b) The Evaluation Committee ranks the bids based on lowest cost and the Evaluation Committee evaluates the Quotation of the first ranked Bidder.

- c) In the interest of transparency and equal treatment and without being able to modify the submitted Quotation, the Bidder may be required, at the sole written request of Transport Malta, to provide clarifications.
- d) Transport Malta reserves the right to conduct an interview with the Bidder to assess the Bidder's experience and approach to the delivery of the requirements.
- e) If the Quotation submitted by the first ranked Bidder complies with the requirements, the Bidder will be recommended to be awarded the contract.
- f) In the case that the Quotation submitted by the first ranked Bidder does not meet the requirements set out in this Call for Quotations, the submission will be deemed to have failed to qualify and the evaluation process is re-iterated with the next best-ranked Bidder in accordance with the results of the process set in Clause b above, until there is a match to compliance or else the list is exhausted and no Quotation is found to be in compliance with the requirements.
- g) The Contracting Authority reserves the right to accept or reject any bid and/or to cancel the whole quotation procedure and reject all quotes. The Contracting Authority reserves the right to initiate a new call for quotations.
- h) The Contracting Authority reserves the right to conclude the contract with the successful bidder within the limits of the funds available. It can decide to reduce the scope of the works or to ask for a discount from the cheapest compliant bidder.

## **10. Contract**

The recommended Bidder will be expected to sign the contract as per Form 5 – draft contract agreement.

## **11. Data Protection and Freedom of Information**

Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

## **12. Gender Equality**

In carrying out his/her obligations in pursuance of this contract, the bidder shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Bidders are to ensure that these principles are manifested in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

## Form 1 - DETAILS OF BIDDER

|  |  |             |  |
|--|--|-------------|--|
| <b>Name of Bidder</b>                                    |  |             |  |
| <b>Address</b>   |  |             |  |
| <b>E-mail Address</b>                                    |  |             |  |
| <b>Mobile Phone No.</b>                                  |  |             |  |
| <b>Tel. Nos.</b>   |  |             |  |
| <b>Fax Nos.</b>  |  |             |  |
| <b>VAT Registration No.</b>                              |  |             |  |
| <b>Name of Authorized Representative / Position held</b> |  |             |  |
| <b>Signature</b>   |  | <b>Date</b> |  |
| <b>ID. Card No.</b>                                      |  |             |  |



## Form 2 – FINANCIAL BID

|  |   |
|--|---|
| <b>Revision of the Cost Benefit Analysis for the Cirkewwa Ferry Terminal project</b> all as specified in the Terms of Reference and including all respective costs as per contract conditions  | <b>Total</b><br><br><b>EURO Inc VAT</b> |
| <b>Part A:</b> <ul style="list-style-type: none"> <li>• Addressing recommendations done by the Managing Authority</li> <li>• Revise the investment cost</li> <li>• Recalculate EU Grant</li> <li>• Reply to possible additional queries following the submission of the CBA addendum and possibly meet with the Managing Authority and its economic consultants</li> <li>• Any other requirements provided for in the contract except Part B below.</li> </ul> |   |
| <b>Part B: (PROVISIONAL ITEM)</b> <ul style="list-style-type: none"> <li>• Recalculate the economic and financial feasibility, including sensitivity analysis</li> </ul>   |   |
| <b>Total</b><br>including VAT, Duties, other Taxes/ Charges and Discounts<br><br><b>(Amount inc VAT to be copied to Submission Form)</b>   | _____ inc VAT                           |

Total Amount in Words

\_\_\_\_\_

\_\_\_\_\_ including VAT

Signature: .....

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

Date: .....

# FORM 3 – Submission Form

## REVISION OF THE COST BENEFIT ANALYSIS FOR THE CIRKEWWA FERRY TERMINAL PROJECT

Publication reference: TM\_ Quotation 016/2013

### A QUOTATION SUBMITTED BY

|                      | Name(s) of Bidders(s) |
|----------------------|-----------------------|
| Leader <sup>1</sup>  |                       |
| Partner <sup>1</sup> |                       |
| 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 quotation. If the quotation is being submitted by an individual bidder, the name of the bidder 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).

| Works intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost | Experience in similar works (details to be specified) |
|-------------------------------------|-------------------------------------|--|---|
| 1                                   |                                     |  |   |
| 2                                   |                                     |  |   |
| (.)                                 |                                     |  |   |

3. The maximum amount of sub-contracting must not exceed [40%] of the total contract value. The main Contractor must have the ability to carry out at least [60%] of the contract works by his own means.

### B CONTACT PERSON (for this Quotation)

|                  |                |                |           |
|------------------|----------------|----------------|-----------|
| <b>Name</b>      |                | <b>Surname</b> |           |
| <b>Telephone</b> | ( ) _____      | <b>Fax</b>     | ( ) _____ |
| <b>Address</b>   | .....<br>..... |                |           |
| <b>E-mail</b>    |                |                |           |

**C BIDDER'S DECLARATION(S)**

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

In response to your letter of Call for Quotations 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 Call for Quotations Document (including subsequent Clarifications Notes issued by the Contracting Authority for invitation to Quotation number TM\_Quotation 016/2013. 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 quotation offer not being considered any further.
- 2 We offer to execute, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the following works:

**Revision of the Cost Benefit Analysis for the Cirkewwa Ferry Terminal project**

- 3 The total price of our Quotation (inclusive of VAT, duties, other taxes and any discounts) is:

\_\_\_\_\_ including VAT

- 4 We are making this application in our own right and for this call TM\_Quotation 016/2013. We confirm that we are not quoting for the same works in any other form.
- 5 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.
- 6 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the works. We also fully recognize 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 We note that the Contracting Authority is not bound to proceed with this Call for Quotations 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.
- 8 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority

without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law. The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

- 9 In carrying out his/her obligations in pursuance of this contract, the contractor shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. The contractor is to ensure that these principles are manifested in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Duly authorised to sign this  
Quotation on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
(if applicable) \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## Form 4 – Contractor’s Experience and Key Expert

### A. Contractor’s Experience:

List of CBAs or Feasibility Studies carried out for EU Funded projects. The minimum criteria shall be two (2) in number carried out in the last 9 years (2004-2012):

| Name of Project | Total value of project | Period of Contract | Starting Date | Client/Contracting Authority and place | Final Acceptance Issued?<br><ul style="list-style-type: none"> <li>• Yes</li> <li>• Not Yet (current contract)</li> <li>• No</li> </ul> |
|-----------------|------------------------|--------------------|---------------|--|---|
|                 |                        |                    |               |  |   |
|                 |                        |                    |               |  |   |
|                 |                        |                    |               |  |   |

### B. Key Expert:

The Key Expert must be a qualified Economist with a University Degree or in possession of an equivalent qualification, and shall have carried out at least two (2) CBAs or Feasibility Studies for EU Funded projects in the last 9 years (2004-2012)

|   |  |
|---|--|
| Name of Key Expert:   |  |
| Qualifications:   |  |
| Experience on CBAs or Feasibility Studies for EU Funded projects: |  |
| Years within the firm:  |  |

## Form 5 – Draft Contract Agreement

**Financed by:** Transport Malta  
**Project:** Revision of the Cost Benefit Analysis for the Cirkewwa Ferry Terminal project  
**Ref Number:** TM Quotation 016/2013

This contract is concluded between:

**Transport Malta**  
**Malta Transport Centre**  
**Xatt I-Għassara tal-Għeneb**  
**Marsa, MRS 1917**  
**Malta**

(hereinafter called “The Contracting Authority”) on the one part, and

[Name of Contractor]

[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Contracting Authority is desirous that certain services should be provided by the Contractor, viz.:

### **Revision of the Cost Benefit Analysis for the Cirkewwa Ferry Terminal project**

and has accepted a bid by the Contractor for the execution and completion of such services and the remedying of any defects therein.

#### **It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this Contract,
  - (b) the General Conditions,
  - (c) the Terms of Reference, and any design documentation,
  - (e) the Contractor’s technical offer (including any clarifications made during adjudication),

- (e) the Financial Offer (after arithmetical corrections)/breakdown,
- (f) the Submission Form,
- (g) any other documents forming part of the contract.

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

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the services and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the services and remedying of defects therein the amount of:

- Contract price (including VAT, duties and other taxes): €\_\_\_\_\_ including VAT
- Contract price in words:

\_\_\_\_\_ including VAT

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. Payments shall be effected after certification of the works is done to the satisfaction of the Contracting Authority.
6. Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law. The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.
7. In carrying out his/her obligations in pursuance of this contract, the contractor shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. The contractor is to ensure that these principles are manifested in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts,

at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

8. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: two for the Contracting Authority, and one for the Contractor.

**Contractor:**

**Contracting Authority :**

Signature:

Signature:

.....

.....

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....