

Call for Quotations – GCOL Q 16/2018

Supply and Delivery of Environmentally Friendly
Cleaning Products to Gozo Channel (Operations)
Limited



Issued by: *Gozo Channel (Operations) Limited*
GCOL Q 16/2018

Issue Date: 30 November 2018

Response/Submission Date and Time: 04 January 2019 at 10.00 am

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Details of Bidder Form

Declaration concerning exclusion grounds

Financial Offer Form

Section A: Instructions

1) Response to this Quotation are to be submitted by depositing bid at Gozo Channel (Operations) Limited, The Brokerage, Second Floor, St. Martha Street, Victoria, Gozo.

All submissions will be dealt with in strictest confidence.

Documents should be closed in a sealed envelope, with the Document Reference Number and the Description of the Document clearly marked on them and deposited in the quotation box, (Gozo Channel (Operations) Limited, The Brokerage, Level 2, St. Martha Street, Victoria, Gozo) by the time and date set for the submission of applications which is by not later than Friday 4th January 2019 10.00 am.

Late Submissions will not be accepted.

Each document must be duly signed by the applicant. In the case of a registered company this must be signed by an authorized representative of the company.

By submitting a bid, the applicant shall be deemed:

- i. To have understood and accepted all the contents of this document;
- ii. To be in a position to carry out all the services included in the quotation; and
- iii. To have accepted the conditions, payment terms and requirements under which the services required would be contracted.

It is the applicants' sole responsibility to read and understand the whole document, and submit their application in accordance therewith.

The contract shall run for a period of one (1) year.

This Agreement shall be governed by and construed in accordance with the laws of Malta.

Any query/clarification request must be sent to email address tenders@gozochannel.com by not later than six (6) working days prior to the closing date for the submission of the Quotation. All clarifications will be posted by the

Contracting Authority within a reasonable time on its website www.gozochannel.com and will be made available to all interested parties.

No bid can be altered after the closing date.

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

Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectifications are free of charge.

OTHER CONDITIONS

- a. The Successful bidder shall have all the necessary licenses and permits covering its operations for the supply of the service requested from all the local authorities.
- b. The Successful bidder undertakes to ensure that the services used in connection with this agreement is in conformity with, and in no way contravenes all the relevant laws of Malta at all times.

INDEMNITY

The Successful bidder further agrees to protect, indemnify and hold harmless Gozo Channel (Operations) Limited from claim/s made against Gozo Channel (Operations) Limited, interrelated or operated companies and their shareholders, directors, officers, agents, contractors, and employees from and against all claims, demands and causes of action of every kind and character arising from the application of this agreement. In the event of any claims being made against the Company in respect of which the Successful bidder is liable under this condition, the Successful bidder shall be notified thereof by the Company and could, at the Successful bidder's own expense, conduct any negotiations or litigation that may arise thereafter.

NON-OBSERVANCE

Should the Successful bidder fail to abide by the terms or conditions of the eventual Agreement, or should he commit a serious breach of the said Agreement, the Company shall be entitled to terminate the Agreement forthwith by simple letter served on the Successful bidder, and Successful bidder shall be liable to pay the Company by way of penalty the sum equivalent to the annual contractual rate.

TERMINATION

Further to the General Conditions, the Contracting Authority reserves the right to terminate the contract by giving fifteen days notice in writing to the awarded contractor. The Contracting Authority would not be held liable for any damages or extra costs by the contractor in connection with the termination of service.

In these circumstances the Contracting Authority apart from being able to terminate the contract shall not be liable to incur additional any damages, expenses or any costs whatsoever. This invariably includes that the Contracting Authority would not be held liable for damages or extra costs by the contractor in connection with the termination of service.

The Contracting Authority reserves the right to terminate the contract by giving fifteen days notice in writing to the awarded contractor. The Contracting Authority would not be held liable for any damages or extra costs by the contractor in connection with the termination of service.

Section B:

General Information

1) Purpose

The purpose of this Call for Quotation is for the supply and delivery of environmentally friendly cleaning products to Gozo Channel (Operations) Limited

2) Beneficiary

The beneficiary, being Gozo Channel (Operations) Limited is the point of contact for this Quotation. Please refer any inquiries to:

*Gozo Channel (Operations) Limited
The Brokerage
Second Floor
St. Martha Street,
Victoria
Gozo
E-mail: tenders@gozochannel.com*

Any Quotation addenda/updates will be made available on the Contracting Authority's website: www.gozochannel.com by not later than three days from closing date of quotation document.

3) Scope and Terms & Conditions

The Contractor agrees to make first delivery of supplies within one **week** from the date of commencement order (confirmation of order). If applicable, on the same confirmation of order there shall also be stipulated a number of monthly deliveries which must be abided to by the contractor. Subsequent confirmation of orders for deliveries of supplies shall also be issued as necessary and monthly deliveries shall also be stipulated accordingly. The Contractor must acknowledge that the Contracting Authority is unable to forecast with precision its monthly requirements for the duration of the contract, consequently it must be ensured that delivery of supplies is made in accordance with the exigencies of the Contracting Authority. Multiple Confirmations of Orders will be done for the supply of the products subject of this call for quotes.

The delivery of supplies in terms of this contract shall be made by the Contractor in the quantities and on the dates specified by the Contracting Authority in accordance with this Article. For the purposes of assisting the Contractor to plan the delivery of supplies, should there be a change in the quantity required for monthly delivery/deliveries from that stipulated in the confirmation of order, the Contracting Authority shall by the first day of each calendar month submit in writing to the Contractor the volume of supplies required. These shall be delivered by no later than the stipulated period.

The Contracting Authority reserves the right that, notwithstanding having instructed the Contractor to make delivery of supplies during any particular month, be permitted to instruct the Contractor not to make the delivery of supplies, in whole or in part, or to instruct the Contractor to delay the delivery of supplies. The Contracting Authority shall not be liable for any damages, costs or expenses incurred by the Contractor as a result of any instruction issued to the Contractor not to make the delivery of supplies, in whole or in part, or to delay the delivery of supplies.

The Contracting Authority also reserves the right, notwithstanding having instructed the Contractor to make a delivery of supplies during any particular month, to subsequently instruct the Contractor to delivery additional supplies, which shall be delivered according to the delivery period indicated above. Deliveries are to be made where Gozo Channel indicates to the awarded Contractor, which can be anywhere where it operates in Malta and Gozo.

No minimum pre-determined order quantities shall be allowed.

The parties agree that in the event that the Contracting Authority requires urgent supplies from the Contractor, the Contracting Authority shall be permitted to request the Contractor to make such supplies available within not later than a number of calendar days as indicated from the date of an order to this effect placed by the Contracting Authority, and following the placing of any such order by the Contracting Authority: (a) the Contractor shall indicate to the Contracting Authority the expected date of delivery as well as any additional courier costs which may be applicable for the purposes of expediting the delivery; (b) the Contractor shall not proceed to execute the order prior to receiving written confirmation to proceed from the Contracting Authority; and (c) the Contractor shall, following execution

of the delivery, provide the Contracting Authority with full evidence of any additional courier costs incurred by the Contractor for the purposes of expediting the delivery.

Prices submitted are not revisable.

The Contracting Authority has a right to order additional supplies by a maximum of 30% of the contract value.

The Contracting Authority shall pay the contractor sums due within 30 days of the date on which an admissible payment is registered.

These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

The Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

Section C

Details of information requested

1) General Economic Operator Information

The Contracting Authority is asking interested Economic Operators to submit a response containing, the following information:

- Declaration concerning exclusion grounds as follows:

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

I confirm the above

Response Format

Responses are to be straightforward, clear, concise and specific to the information requested. In order for submissions to be considered complete, Economic Operators must provide all the requested information mentioned in this document as well as any other comments, observations or suggestions which potentially may assist the Contracting Authority in the Call for Quotations.

2) Specific Project Overview

1.1 Scope of Works

This specification details the supply and delivery of environmentally friendly cleaning products to Gozo Channel (Operations) Limited.

Specifications for Cleaning Products

Antiseptic Disinfectant

Antiseptic Disinfectant to contain Chloroxylenol in order to kill bacteria and provide protection against germs which can cause infection and illness. Also, can be used diluted for antiseptic wound cleansing for cuts, grazes, bites and stings. Product must conform according to EU standards and any applicable local legislation and thus shall be bound to submit the Declaration of Conformity upon request (where applicable). Kindly state colour/odour available. Product has to be supplied in sealed, tamper-proof containers, properly labelled with full details of contents. Bidder to state type of container and capacity which cannot exceed five (5) litres. The containers should be of an appropriate design to allow pouring of the contents. Kindly state price per litre.

Total estimated annual consumption: 350 litres

Hand Liquid Soap

Liquid. To use for cleaning and disinfecting of hands. The hand liquid soap lotion will be utilised for hand washing. Since the product may be applied numerous times during the day, it must be hypoallergenic as well as to contain specific researched emollients to prevent skin dryness and chafing. Product must conform according to EU standards and any applicable local legislation and thus shall be bound to submit the Declaration of Conformity upon request (where applicable). Bidder must state colour/odour available. Product has to be non-flammable. Product must be soluble in water. Product has to be supplied in sealed, tamper-proof containers, properly labelled with full details of contents. Bidder to state type of container and capacity which cannot exceed five (5) litres. The containers

should be of an appropriate design to allow pouring of the contents. The product must not contain any disinfectants in its constitution. Kindly state price per litre.

Total estimated annual consumption: 600 litres

Floor Disinfectant

Liquid. To clean, shall be suitable for a wide range of polished and hard surface floors. The Product must be ideal for hard traffic areas such as halls, corridors, cafeteria areas etc and capable to remove stubborn dirt and grime. Since the product will be utilized numerous times during the day, it must be specifically gentle to skin as to prevent skin dryness and chafing. Product must conform according to EU standards and any applicable local legislation and thus shall be bound to submit the Declaration of Conformity upon request (where applicable). Kindly state colour/odour available. Product has to be non-flammable. Must be soluble in water. Has to be supplied in container, kindly state type of container and capacity which cannot exceed five (5) litres. Product containers must be supplied with clear labelling for hazardous properties, material contents, safe directions for use and complete with sealed secure cap. The containers should be of an appropriate design to allow pouring of the contents. Kindly state price per litre.

Total estimated annual consumption: 500 litres

The Contracting Authority reserves the right to increase or decrease the total amounts order for the three cleaning products as stated above (as amounts indicated in this call for quotation are based on estimates). In no circumstances will Gozo Channel (Operations) Limited be liable for damages/fines, whatever their nature (in particular damages for loss of profits by the Contractor).

All Cleaning products must be in line with the criteria as established by the National Green Public Procurement Guidelines and Detergent Regulations 648/2004

Products must be (a) either be EU Ecolabel or (b) if the product does not carry the EU Ecolabel the following information must be clearly provided:

- For each product offered, all substances contained above 0.01% of weight of the final product must be listed, together with their CAS-Number³ (where available) and any risk phrases with which they are classified.
- The total quantity of elementary phosphorus must be given (if applicable).
- The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given (if applicable).

Each offer should be accompanied by duly filled in Forms and the respective literature as requested in the furnished Literature List.

Failing this, the submission/quotation will be ignored and refused irrevocably.

Samples

Samples may be requested during evaluation period - this should be delivered within five (5) working days from being requested for any of the cleaning products being requested within this quotation document.

Sample/s should be properly packed and should bear a label marked clearly with the name and address of the bidder.

No offer shall be considered unless sample as described in the above clause is submitted if requested.

Section D

Award

The sole award criterion will be the price. The contract will be awarded to the bidder submitting the cheapest priced offer satisfying the administrative and technical criteria.

Gozo Channel (Operations) Limited reserves the right to reject any offer. Moreover, Gozo Channel (Operations) Limited reserves the right to cancel the whole Quotation procedure and reject all bids. Gozo Channel (Operations) Limited reserves also the right to initiate a fresh call for Quotation. In the event of a Quotation procedure's cancellation, bidders will be notified by Gozo Channel (Operations) Limited. Cancellation may occur where: the Quotation procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all; the economic or technical parameters of the Quotation have been fundamentally altered; exceptional circumstances or force majeure render normal performance of the Quotation impossible; all technically compliant Quotation/s exceed the financial resources available and there have been irregularities in the procedure, in particular where these have prevented fair competition. **In no circumstances will Gozo Channel (Operations) Limited be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a Quotation, even if Gozo Channel (Operations) Limited has been advised of the possibility of damages. The publication of a contract notice does not commit Gozo Channel (Operations) Limited to implement the programme or project announced.**

Gozo Channel (Operations) Limited shall not be bound to select any application, and will not accept responsibility for any expense or loss which may be incurred by any applicant. In so doing Gozo Channel (Operations) Limited shall not be liable to give any reason whatsoever.

Section E

Additional Information

Bidder's to submit their Technical Offer together with all forms duly completed in response to quotation specifications

Bids are to be deposited in the Quotation Box, Accounts Department, Gozo Channel (Operations) Limited, The Brokerage, Level 2, St. Martha Street, Victoria, Gozo. It is the responsibility of the bidder to ensure that submissions are deposited in the Quotation Box ahead of the closing date and time. Bids will be opened in public session after the closing date and time of the call for quotations at Gozo Channel (Operations) Limited, The Brokerage, Level 2, St Martha Street, Victoria, Gozo. They will draw up a 'Summary of Quotations Received' which will be published on the notice board at Gozo Channel (Operations) Limited Victoria Office.

Section F

Financial Bid Form

Bidder is to fill in and complete the financial bid form as submitted within this Quotation Document.

Quotations are to be submitted and shall be awarded including taxes/charges and any import duties applicable but excluding VAT. The VAT element, if requested, is to be quoted separately.

Signature

Name of Company

LITERATURE LIST

Literature as per Literature List is to be submitted by bidder together with the Technical Offer at bidding stage:

Item	Description
1.1	Antiseptic Disinfectant. Kindly submit full technical specifications together with pictures of product being offered
1.2	Floor Disinfectant. Kindly submit full technical specifications together with pictures of product being offered
1.3	Hand Liquid Soap. Kindly submit full technical specifications together with pictures of product being offered

SAMPLES LIST

List of samples to be submitted within 5 working days from when notified to do so:

Item	Description
1.1	Sample of Antiseptic Disinfectant. The sample is to be properly packed and to bear a label marked clearly with the name and address of the bidder.
1.2	Sample of Floor Disinfectant. The sample is to be properly packed and to bear a label marked clearly with the name and address of the bidder.
1.3	Sample of Hand Liquid Soap. The sample is to be properly packed and to bear a label marked clearly with the name and address of the bidder.

**SUPPLY AND DELIVERY OF ENVIRONMENTALLY FRIENDLY CLEANING
PRODUCTS TO GOZO CHANNEL (OPERATIONS) LIMITED - GCOL Q
16/2018**

DETAILS OF BIDDERS

Name of Person Responsible

For the Quotation:

On behalf of:

Company Reg. No:

Address:

Email Address:

Telephone No:

Mobile Phone No:

Fax No:

VAT Reg. No:

DECLARATION:

I hereby declare that I have read the entire quotation document and undertake that, if I am awarded the contract, I shall provide the services as requested in the Terms of Reference and shall abide by the terms and conditions stipulated in the said quotation document.

Signature: _____

Date: _____

DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

Signature

Name of Company

FINANCIAL BID

Breakdown of Costs

Quotation for the Supply and Delivery of Environmentally Friendly Cleaning Products to Gozo Channel (Operations) Limited

Ref Number	GCOL Q 16/2018			
Item No	Description	Quantity Litres (based on estimated consumption for one year)*	Price Per litre including Taxes/Charges, other Duties & Discounts but Exclusive of VAT (Delivered Duty Paid - DDP)	Total including Taxes/Charges, other Duties & Discounts but Exclusive of VAT (Delivered Duty Paid - DDP)
			€	€
1	Antiseptic Disinfectant	350		
2	Floor Disinfectant	500		
3	Hand Liquid Soap	600		
	GRAND TOTAL INCLUDING TAXES/CHARGES, OTHER DUTIES & DISCOUNTS <u>BUT</u> EXCLUSIVE OF VAT (DELIVERED DUTY PAID - DDP)			
<p>* Quantities are based on estimates for one year and should be considered as indicative figures only. Quantities may increase/decrease as per Company exigencies.</p> <p>Gozo Channel reserves the right to either increase or decrease final total quantities without being held liable by the Contractor to any charges/fines/penalties for such a variance.</p>				
<p>N.B. - Three decimal points do not exist in the Euro currency; therefore, such offers cannot be accepted. Offers are to be submitted up to two decimal points</p>				