



DEPT. REF: GCOL C 01/2020

**CALL FOR OFFERS FOR THE LEASING OF SPACE FOR VENDING
MACHINES ON BOARD MV TA PINU; MV GAUDOS; MV MALITA AND AT
MGARR AND CIRKEWWA TERMINALS**

Date Published: 10 January 2020

Closing Date: 31 January 2020 at 10:00am CET

Free of Charge

IMPORTANT:

Clarifications shall be made available to view/download from www.gozochannel.com

Gocho Channel (Operations) Limited
The Brokerage, Level 2, St. Martha Street, Victoria, Gozo

CALL FOR OFFERS FOR THE LEASING OF SPACE FOR VENDING MACHINES ON BOARD MV TA PINU; MV GAUDOS; MV MALITA AND AT MGARR AND CIRKEWWA TERMINALS - GCOL C 01/2020

1. Scope and purpose of this call

1.1 Introduction

1.2 Gozo Channel (Operations) Limited is seeking Call for Offers for the leasing of space for vending machines on board MV Ta' Pinu; MV Gaudos; MV Malita and at Mgarr and Cirkewwa Terminals

1.3 Applicants shall submit their Call for Offers as per the stipulated format in Annexes 1 to 5. Each application submitted in response to this call for offers must clearly indicate the details of the applicant as per the attached documentation.

2. Call for Offers Process

2.1 Method of Submission

2.1.1 Applicants are required to complete and submit the following documents (as per attached forms in Annexes 1, 2, 3, 4 and 5).

- a. Annex 1: Details of Bidders Form
- b. Annex 2: Minimum Hours Workers Cost Form
- c. Annex 3: Sub contracting Form
- d. Annex 4: Blacklisting and Exclusion Grounds Form
- e. Annex 5: Financial Offer Form

Call for Offers documents should be closed in a sealed envelope, with the Call for Offers No and the Description of the Call for Offers clearly marked on them and deposited in the tender 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.

Late Submissions will not be accepted.

2.1.2 Each Call for Offers 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.

2.1.3 By submitting a Call for Offers the applicant shall be deemed:

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

2.1.4 It is the applicant's sole responsibility to read and understand the Call for Offers document, and submit their application in accordance therewith.

2.2 Award of Call for Offers

2.2.1 Gozo Channel (Operations) Limited reserves the right to reject any offer/bid. Moreover, Gozo Channel (Operations) Limited reserves the right to cancel the whole Call for Offers procedure and reject all offers. Gozo Channel (Operations) Limited reserves also the right to initiate a fresh call for offer. In the event of a Call for Offers procedure's cancellation, bidders will be notified by Gozo Channel (Operations) Limited. Cancellation may occur where: the Call for Offers procedure has been unsuccessful, namely where no qualitatively or financially worthwhile Call for Offers has been received or there has been no response at all; the economic or technical parameters of the Call for Offers have been fundamentally altered; exceptional circumstances or force majeure render normal performance of the Call for Offers impossible; all technically compliant offers 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 offer, 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.**

2.2.2 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.

2.2.3 Subject to Clause 2.2.1 and 2.2.2, Gozo Channel (Operations) Limited will issue a Letter of Acceptance/Contract in favour of the selected bidder.

3. Technical Specifications

- i. Gozo Channel (Operations) Limited (also referred to as the Company) invites offers from bidders (also referred to as Contractor/Bidder) for the leasing of space for three vending-machines on board the MV Ta Pinu; MV Malita; Mgarr Terminal; Cirkewwa Terminal and space for two vending machines on board the MV Gaudos. Leasing Contract shall be for a period of two (2) years. Contract to commence once the current contract expires.
- ii. Vending machines on the MV Ta Pinu and MV Malita shall consist of one vending-machine providing hot beverages (e g coffee, tea, hot chocolate etc); one vending-machine providing soft drinks, and water and one vending-machine providing snacks and related products. Vending machines on the MV Gaudos shall consist of one vending machine providing hot beverages (e g coffee, tea, hot chocolate etc) and one vending machine for soft drinks, water and snacks. Vending machines at Mgarr and Cirkewwa terminal should consist of one vending-machine providing hot beverages (e g coffee, tea, hot chocolate etc); one vending-machine providing soft drinks and water and one vending-machine providing snacks (e g Chocolate, crisps etc).
- iii. Gozo Channel (Operations) Limited agrees to make available to the Contractor the space necessary for the said aforesaid Vending Machines on board each of the three vessels and with the two Terminals under the terms and conditions hereinafter set out.
- iv. Vending machines on board the vessels shall have a voltage and frequency of 230V 60H. Awarded Contractor must ensure that Vending machines are properly secured in place on board the vessel. Vending Machines at the Terminals shall have a voltage and frequency of 230V 50H.
- v. Gozo Channel (Operations) Limited shall propose to the Contractor which particular location on board each vessel and within both Terminals would be ideal for the installation of the Vending Machines, but final decision in respect thereof shall be taken by the Company.
- vi. The Company, for reasons of safety, security or development, may at any time throughout the duration of the Agreement, in its sole and absolute discretion, re-site any vending machines to a new location or other locations and the Contractor shall be bound to assist the Company in relocating the vending machines upon receiving written notice from the Company.
- vii. Furthermore, locations for the vending machines may be changed should it is so necessitated by any innovation, introduction of furniture, introduction of safety measures or any other things as may be deemed necessary.
- viii. All proceeds received from the sale of Goods from the mentioned vending machines shall pertain to the Contractor.

- ix. The Bidder binds himself not to offer products for sale at a lesser price than that requested for the same products at the Vessel's cafeteria.
- x. The Bidder reserves the right at his discretion to replace the Vending Machines made available to Gozo Channel (Operations) Limited. Bidder must inform Gozo Channel (Operations) Limited in advance that a vending machine/s are/is to be replaced.
- xi. The Contractor shall be responsible to stock the Vending Machines. Gozo Channel (Operations) Limited shall as far as possible communicate and co-operate with the Bidder in order to maintain the Vending Machines adequately stocked at all times. Refills of stocks must be performed within twenty-four (24) hours.
- xii. The machines being supplied by the Contractor shall remain the property of the Contractor. Accordingly, property and risk of the Vending Machines shall pertain solely to the Contractor.
- xiii. The Contractor agrees and accepts to undertake the installation of the Vending-machines, the removal and any ancillary works thereto, as well as maintenance and the servicing of the Machines provided in terms of this agreement at his sole expense. Such installation or works shall be performed under the supervision of the staff of the Company. For this purpose, the Company shall be given a notice of twenty-four hours in advance. Moreover, a Company Official is to be present with Contractor personnel when vending machine is opened.
- xiv. The Bidder shall be responsible for any license, insurance and permits that may be necessary in connection with the operation of the Machines on board each vessel and within both Terminals.
- xv. Gozo Channel (Operations) Limited shall report to the Contractor any damage and malfunction to the Machines that come/s to its knowledge. All repairs and replacements will be carried out, at no cost to the Company, within (24) twenty-four hours, upon request, including weekends and public holidays.
- xvi. The Contractor binds himself to prominently show its customer service telephone numbers on each of the Vending Machines. Gozo Channel (Operations) Limited will not be held responsible for any short change provided by vending machines to customers should vending machines perform such acts or product not being given to customer.
- xvii. Nothing in this agreement shall be construed to mean that Gozo Channel (Operations) Limited cannot install any machine/s other than that provided by the Bidder, nor shall the content of this Agreement be constructed as in anyway restricting Gozo Channel (Operations) Limited from selling other brands on board its vessels and within both Terminals.
- xviii. In consideration for the above, the bidder shall pay the Company a lump sum. subject to the following terms:

Bids submitted shall not be less than Euro 50,000.00, per annum excluding Vat and any other taxes;

Payment will be paid yearly in advance from date of last signing of the contract

- xix. The Bidder warrants that the vending machines and goods sold therein will not infringe any patent, trademark, registered design or other intellectual property rights whether or not similar to any of the foregoing.
- xx. Bidders is requested to submit together with his offer, all technical literature and colour photographs of the vending machines being proposed to be installed within the vessels and those within the terminals

This agreement shall have a term of two years starting from the last date of last signing of the contract. Should at the end of the term of the lease, or the earlier determination thereof, Contractor fail to vacate or release the Company property held in his possession under this agreement, and should such failure continue for more than one week after that delivery has been requested by Company, Contractor will be responsible in favour of the Company for the payment of a penalty of one thousand Euros (EURO 1,000.00) for each day of default, that is for each day until the Company obtains the full and effective control of the its property. Penalty is payable without prejudice to all other rights pertaining to the Company against Contractor including the specific performance of the obligations and the payment of damages.

xx. The vending machines on each vessel are to be installed within an approximate area measuring 374 cm length by 183 cm in height. Vending machines must be securely bolted to the vessel in order to avoid movement of machines during inclement weather.

STANDARDS

The Contractor shall at all times:

- (i) Act in accordance with the accepted standards of the local industry when dealing with third parties;
- (ii) Desist from making any representation to third parties that it acts as an agent or in any way enjoys a mandate or authority from the Company;
- (iii) Take care not to cause physical damage to the vending machines;

OTHER OBLIGATIONS OF THE CONTRACTOR

- (i) Pilferage and any damage caused to the vending machines shall be borne by the Contractor.

The Contractor shall further be bound to keep the vending machines clean, tidy and in good order.

- (ii) The Contractor shall afford to the Company all information and assistance as is required by the Company to ensure the smooth running of the operation of the vessels and its Terminals. Any such information requested in writing, should be submitted within one week from receipt of request or within any other reasonable time necessitated, for the answer of such request.
- (iii) The Company acknowledges that customers have certain basic rights and expects these to be recognized by the appointed Contractor.
- (iv) Compliance with all relevant legislation related to consumer affairs and planning issues, whether local or European;
- (v) Attention is drawn to safety and security, and the compliance of the Contractor is essential in this respect.
- (vi) It will be necessary to ensure a close relationship with the management of the Company, in particular those officials who are responsible for the monitoring of the appointed Contractor's compliance with the day-to-day operational aspects of the vending machines.
- (vii) The Contractor shall be held solely responsible for damages to third parties property, and Gozo Channel (Operations) Limited property due to any type of fault/bad workmanship/material/equipment used during the leasing period. For this purpose, the Bidder indemnifies Gozo Channel (Operations) Limited from all actions, costs, claims, demands, expenses and liabilities whatsoever which Gozo Channel (Operations) Limited may incur in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property which shall be alleged to be attributable to some defect in the Machines or Goods sold therein.
- (viii) The Contractor shall further be required to obtain an insurance policy covering all responsibility assumed by him under the Agreement, including responsibility vis-à-vis the Company and third parties.

SECURITY AND SAFETY

The Contractor shall abide by all and any directives and/or instructions issued by the Company which, in its sole and absolute discretion are required for the provision and maintenance of adequate security on the ferries.

ASSIGNMENT AND TRANSFER OF RIGHTS

- (i) Save as provided above, the Contractor shall be expressly prohibited from assigning, transferring or subcontracting all and/or any of its rights and obligations

under this Agreement by any title whatsoever or to operate the vending machines for any other purpose other than that provided for under this Agreement.

- (ii) In the event that the Contractor is a commercial company or a commercial partnership formed and existing under the Companies Act, 1995, there shall be no transfer of shares or interests in the Contractor without the prior written and express consent of the Company, PROVIDED THAT this clause shall not apply to a transfer of shares *causa mortis* where the transferee is the heir or legatee of the shareholder.

In the event of such a transfer without the consent of the Company, the Company shall have the right to terminate this agreement without giving any notice to the Contractor.

- (iii) In case of death of the Contractor, if the Contractor happens to be physical person, this Agreement shall terminate *ipso jure* unless the Company opts to continue this Agreement with the Contractor's heirs or legatees.

TERMINATION

Without prejudice to anything contained in any other provision of this Agreement, the Company shall have the option to automatically terminate this Agreement if:-

- (a) The Contractor breaches any of the provisions of this Agreement;
- (b) The Contractor offers or agrees to give to any person employed, engaged or in the service of the Company or representing the Company (in this clause only referred to as the "**Employee**") any gift or consideration of any kind;
- (c) In the opinion of the Company, the Contractor enters into a business relationship of whatever kind with any employee or with a company in which such Employee has an interest;
- (d) The Contractor goes into liquidation either compulsorily or voluntarily or if any application for the winding up of the Contractor is filed in the competent court or if any administrator, receiver or similar officer is appointed for the Contractor or if the Contractor is declared bankrupt or if bankruptcy proceedings are filed against the Contractor;
- (e) Any payment due to the Company by the Contractor under any provision of this Agreement shall remain unpaid for a period of thirty (30) days from the date payment falls due;
- (f) Gozo Channel (Operations) Limited shall further be authorised to terminate this agreement with immediate effect in case it shall not remain in operation, or in case it does remain vested with the operation of the vessels.

PROVIDED THAT the termination of this Agreement shall not prejudice or affect any right of action or remedy which may be competent or shall thereafter be competent to the Company and, in the event of the issue of a Termination Notice by the Company, (whether disputed or not by the Contractor), the Contractor shall desist from any act which is intended to prevent the automatic direct recognition by the Company of any sub-Contractor under a Sub-Lease and the immediate applicability of all the undertakings made by the sub-Contractor under a Sub-Lease in favour of the Company in accordance with Clause 8 of this Agreement.

PENALTY

Without prejudice to the foregoing, the Company shall have the right to request the payment of a daily penalty of five hundred Euro (Eur500) from the Contractor in case of breach of any one or more of these conditions, which penalty shall continue running for the first day of default until the full and effective compliance to the condition/s in question.

NOTICES

- (i) Any notice to be served shall be deemed validly served and sent by registered mail or personally by hand at the address of the receiving party indicated below. Such notices shall also be deemed as validly served if sent by facsimile or email.
- (ii) All notices sent as provided herein shall be deemed to have been received:
 - (a) If sent personally by hand, on the date and time of personal delivery;
 - (b) If sent by registered mail, three days after having been sent;
 - (c) If sent by facsimile, on the date and time of sending;
 - (d) If sent by email, on the date and time of sending.

GOVERNING LAW/JURISDICTION

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

ARBITRATION

- (i) The Parties shall make every effort to settle amicably any dispute or difference, which may arise between them out of or in connection with the Contract. If no such settlement is reached within two (2) months from the date on which the difference or dispute shall arise, or earlier if either party so

requests, the difference or dispute shall be settled by arbitration under and in accordance with Maltese Law at the Malta Arbitration Centre, Valletta, Malta by one (1) arbitrator appointed by agreement between the parties or, if either party so requests, by three (3) arbitrators appointed one (1) each by either party and the third, who shall be the chairman, by the two (2) arbitrators appointed by the Parties.

- (ii) PROVIDED that if for any reason submission to arbitration is not made within one (1) month either party shall be at liberty to submit the difference or dispute for adjudication by the competent Maltese Courts in the exercise of their ordinary jurisdiction. Any award made on arbitration shall be final and binding on the Parties.

IN THESE CONDITIONS:

The words 'Company' or 'GCOL' shall mean Gozo Channel (Operations) Limited;

The word 'Contractor' shall mean any person or body corporate whose offer for the services referred to shall be accepted by the Company.

4 Terms of Reference

4.1 Bidders are requested to submit their Lump Sum offer requested excluding VAT (as specified in Annex 5).

4.2 Bidders are requested to also submit the following documentation:

- i. Bidders are to submit a completed Details of Bidders Form (as specified in Annex 1)
- ii. Bidders are to submit a duly filled in Minimum Hours Workers Cost Form (as specified in Annex 2).
- iii. Bidder to submit a duly filled in Sub contracting form (as specified in Annex 3). If no sub-contracting is required for the duration of this contract bidder is to submit form and indicate that this is not applicable
- iv. Bidder to submit a duly filled in Blacklisting and Exclusion Grounds form (as specified in Annex 4)

- 4.3 Any personal data submitted in the framework of this 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 this procedure and/or subsequent contract by Gozo Channel (Operations) Limited without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 4.4 The provisions of this contract are without prejudice to the obligations of Gozo Channel (Operations) Limited in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Gozo Channel (Operations) Limited, prior to disclosure of any information to a third party in relation 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 Gozo Channel (Operations) Limited in terms of the Act.
- 4.5 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. Contractors are to ensure that these principles are manifest 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.

5. Communication

- 5.1 No clarification meeting will be held before the closing date but any query shall 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 offer. 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.
- 5.2 No Call for Offers can be altered after the closing date.
- 5.3 Clarification notes will constitute an integral part of the Call for Offers 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.

6. Submission, closing date, opening of submissions

- 6.1 Bidders are to present their offers on the prescribed forms as per Annexes 1, 2, 3, 4 and 5 below. Only offers submitted in the stipulated format will be considered.
- 6.2 Interested Parties, when submitting their offer are expected to provide a complete and comprehensive response to this call. Responses should include the following:
- i. Details of Bidders Form as per Annex 1 below;
 - ii. Minimum Hours Workers Cost Form as per Annex 2 below;
 - iii. Sub contracting Form as per Annex 3 below;
 - iv. Blacklisting and Exclusion Grounds Form as per Annex 4 below;
 - v. Financial Offer as per Annex 5 below;
 - vi. Additional Information (any additional information that the bidder deems valid to his/her response)
- 6.3 The closing date is 10.00 a.m. of Friday 31 January 2020
- 6.4 Bids are to be deposited in the Tender Box, Accounts Dept, 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 Tender Box ahead of the closing date and time.

7. Bid Evaluation Criteria

- 7.1 Bids will be evaluated subject to the following two (2) phase criteria. The first phase will consist of the evaluation of the bid subject to the selection and technical criteria. The second phase consists of the evaluation of the bid according to the award criteria. It is also understood that any bids should also be first and foremost administratively compliant. This means that any prescribed forms must be properly filled in and any required documentation present with the bid as per Annexes 1, 2, 3, 4 and 5.

The Evaluation Committee, when checking and comparing offers may ask a bidder/s to clarify any aspect of his bid. Such requests and the responses to them must be made by email and/or fax. They may in no circumstances alter or try to change the price or content of the offer, except to correct arithmetical errors discovered by the evaluation committee when analysing offers and/or any further clarifications required by the evaluation board.

7.1.1 Selection Criteria

The selection criteria will consist of the following:

- The bidder's ability to perform the tasks being outlined in the Call for Offers document;
- The bidder's clear understanding of this exercise and deliverables;

Should bidders not meet the selection criteria then they will be excluded and not considered for the award criteria.

7.1.2 Award Criteria

The sole award criterion shall be the price.

The contract will be awarded to the highest offer being technically compliant and satisfying all the selection and technical criteria.

- 7.2 The final selection shall be in the sole discretion of Gozo Channel (Operations) Limited and the Company is not bound to give any justification for the selection made or decisions taken. The Company's decision is final.
- 7.3 Any bidder or candidate concerned shall have a right to make a complaint to the Review Board.

8 Terms of Payment

- 8.1 Payment by the awarded Contractor to Gozo Channel (Operations) Limited with respect to the lump sum will be paid yearly in advance as from the date of the last signing of contract.

ANNEX 1

DETAILS OF BIDDERS

CALL FOR OFFERS FOR LEASING OF SPACE FOR VENDING MACHINES ON BOARD MV TA PINU; MV GAUDOS; MV MALITA AND AT MGARR AND CIRKEWWA TERMINALS - GCOL C 01/2020

Name of Person Responsible
For the Offer:

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 Call for Offers 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 Call for Offers document.

Signature: _____

Date: _____

ANNEX 2

MINIMUM HOURLY WORKERS' COST

I/We, the undersigned, hereby declared that in the case of public contract award:

1. All employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract;
2. I/We are aware of, and shall abide with, the Circulars and Guidelines issued by the Department of Contracts, which are available under the Resources Section of www.etenders.gov.mt.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by the undersigned.

Signature

Role

Date

ANNEX 3

Sub-Contracting - If Applicable -

If the bidder plans to sub-contract part of the works, he must provide the following details:

| Work intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost * |
|------------------------------------|-------------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*** Note**

- The maximum amount of sub-contracting must not exceed 30 % of the total contract value.
- The main contractor must have the ability to carry out at least 70 % of the contract works by his own means.

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

Date:

ANNEX 4

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

ANNEX 5

FINANCIAL OFFER FORM

| Item No. | Item Description | | Lump Sum Price Excluding VAT* € |
|----------|--|--|------------------------------------|
| 1 | Lump sum for all vending machines on board all three GCOL vessels and within Mgarr and Cirkewwa Terminals. | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | GRAND TOTAL | | |

* For all vending machines for a period of two (2) years.

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

Date: