

21st February 2024

The Secretary
Public Contracts Review Board
Notre Dame Ravelin
Floriana



Dear Sir,

Appeal by Galea Cleaning Solutions JV: Framework Contract for the Provision of Waste Collection Services Using Environmentally Friendly Transportation Services (SPD6/2023/070)

I write on behalf of Galea Cleaning Solutions JV (the "Appellant") in relation to the tender in caption, for the purposes of raising an objection in terms of applicable legislation. Payment of Euro 967 has been effected by bank transfer as is evidenced from the document attached hereto as GCS 1.

1. Facts

The Contracting Authority issued a tender for the provision of Waste Collection Services (the "Tender Document", attached as GCS 2).

Prior to the closing date of the 11th December 2023, the Appellant submitted a tender offer in accordance with the Tender Document, via the electronic procurement system.

By means of a letter dated 13th February 2024, the Contracting Authority informed the Appellant that its bid had not been accepted as the "*the offer submitted was not the cheapest priced offer satisfying the administrative and technical criteria.*" This letter is attached as GCS 3.

By means of a message sent through the etendering system), the Appellant requested the Contracting Authority to provide certain information relating to the nature of the vehicles submitting by the winning bidder in its offer. The Contracting Authority replied on the 21st February 2024 informing the Appellant that no further information could be disclosed (see screenshot attached hereto as GCS 4).

OTHER LOCATIONS

Nicosia	info@kyprianou.com	• +357 22 447777
Limassol	limassol@kyprianou.com	• +357 25 363685
Paphos	paphos@kyprianou.com	• +357 26 930800
Athens	athens@kyprianou.com	• +30 210 3387060
Thessaloniki	thessaloniki@kyprianou.com	• +30 231 0299953
Kiev	kiev@kyprianou.com	• +380 63 2510042
Dubai	dubai@kyprianou.com	• +971 4 5570061
London	london@kyprianou.com	• +44 20 76920777

2. Grounds of Appeal

The Appellant's grounds for appeal are as follows:

- a. Firstly, that the Contracting Authority has not acted transparently and has infringed the Appellant's right to an effective remedy;
- b. Secondly, and absolutely without prejudice to the above, that the Contracting Authority has erroneously evaluated the successful bidder's bid.

3. First Grievance Transparency and Right to an Effective Remedy not ensured

It should be beyond contention that contracting authorities must administer procurement processes transparently. Participants in a bidding process can only fully exercise their right to an effective remedy if contracting authorities act transparently. Acting transparently means providing sufficient information to an unsuccessful bidder to allow such a bidder to assess whether the decision taken by the Contracting Authority is unlawful and, therefore, subject to challenge.

The Appellant's contention is that the Contracting Authority has failed to act transparently and has therefore fatally undermined the Appellant's ability to exercise an effective remedy. The Appellant's request for information from the Contracting Authority has a solid statutory basis, as well as foundations firmly rooted in recent jurisprudence of the European Courts.

3.1 *The Statutory Basis for disclosure*

The PPRs stipulate an obligation on contracting authorities to disclose certain information. Regulation 242 (2) of the PPRs provides that:

"On request from the candidate or tenderer concerned, the authority responsible for the tendering process shall as quickly as possible, and in any event within fifteen days from receipt of a written request, inform:

(c) any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected as well as the name of the successful tenderer or the parties to the framework agreement"

Regulation 40 of the PPRs further provides that:

(1) Subject to the obligations established under these regulations and, or any other law obliging the Director, the contracting authority and the Ministerial Procurement Unit to disclose information, a contracting authority, the Director or the Sectoral Procurement Directorate shall not disclose information forwarded to it by economic operators which they

have designated as confidential, including, but not limited to, technical or trade secrets and the confidential aspects of tenders.

(2) Without prejudice to the other provisions of these regulations, the following information shall not be considered as confidential:

(a) the name of the bidders and the individual names of the members of a group of economic operators who submitted a particular tender;

(b) the name of the sub-contractors;

(c) documentation submitted by economic operators attesting that they comply with selection criteria; and

(d) technical information which is already made available in public.

3.2 The Basis in Jurisprudence for Disclosure

The obligation to disclose information, set forth in the PPRs, has been articulated and developed further by jurisprudence of the European Courts. Most recently, in *Antea Polska* (Case C-54/21), the court stated in paragraph 50 that:

*“...the principle of the protection of confidential information must be reconciled with the requirements of effective judicial protection. To that end, the prohibition laid down in Article 21(1) of Directive 2014/24 must be weighed against the general principle of good administration, from which the obligation to state reasons stems. That balancing exercise must take account of the fact that, in the absence of sufficient information enabling it to ascertain whether the decision of the contracting authority to award the contract is vitiated by errors or unlawfulness, an unsuccessful tenderer will not, in practice, be able to rely on its right, referred to in Article 1(1) and (3) of Directive 89/665, to an effective review (see, to that effect, judgment of 7 September 2021, *Klaipėdos regiono atliekų tvarkymo centras*, C-927/19, EU:C:2021:700, paragraphs 121 to 123).”*

In paragraph 66, the Court continued to the effect that:

“Furthermore, in order to comply with the general principle of good administration and to reconcile the protection of confidentiality with the requirements of effective judicial protection, the contracting authority must not only state the reasons for its decision to treat certain data as confidential but must also communicate in a neutral form – to the extent possible and in so far as such disclosure is capable of preserving the confidentiality of the specific elements of that data which merit protection on that basis – the essential content of that data to an unsuccessful tenderer which requests it, and in particular the content of the data concerning the decisive aspects of its decision and of the

successful tender (see, to that effect, judgment of 7 September 2021, Klaipėdos regiono atliekų tvarkymo centras, C-927/19, EU:C:2021:700, paragraphs 122 and 123)."

In paragraph 78, the court stated further that:

"The disclosure of information sent to the contracting authority in the context of a public procurement procedure cannot be refused if that information, although relevant to the procurement procedure in question, has no commercial value in the wider context of the activities of those economic operators."

And paragraph 85:

A contracting authority must, where full access to information is refused, grant that tenderer access to the essential content of that information, so that observance of the right to an effective remedy is ensured.

3.3 The Contracting Authority's failure

The Contracting Authority has failed to comply with its obligations at law. It should be amply clear that the vehicles submitted by the winning bidder do not constitute confidential information or a trade secret. Indeed, in the event that a contract is eventually concluded with the winning bidder, and service provision is commenced, the vehicles used for the provision of the services will be public knowledge, in so far as they will be utilised by the winning bidder on public roads to provide the service.

On this basis alone, it is clear that the Contracting Authority has infringed the law by refusing to provide the information requested.

4. Second Grievance: The Successful Bidder's submission was incorrectly evaluated

The Tender Document required bidders, inter alia, to provide:

*"For the collection of bins on wheels, two (2) refuse collection vehicles are being required, one (1) with a gross weight tonnage of 6 tons (10% +/-) and another one (1) with a gross weight tonnage of 16 tons (10% +/-) respectively, Euro 6 certified, capable of uplifting the applicable bins on wheels a maximum of 2 meters and have a twin pack compartments. Certified vehicle documents are to be presented to the Contracting Authority upon request."*¹

¹ See page 22 of the Tender.

As is stated above, the Appellant has requested information from the Contracting Authority in order to be able to objectively confirm what was offered by the successful bidder, however this request was refused. This notwithstanding, the Appellant believes that the successful bidder does not own service vehicles with the specifications set forth in the Tender Document as specified above. The Appellant has been unable to confirm this objectively as a result of the Contracting Authority's unjustified refusal to disclose information requested by the Appellant.

On this basis, it would appear that the Contracting Authority has incorrectly evaluated the successful bidder's submission, since a failure to offer a service vehicle with the specifications requested ought to have resulted in the disqualification of the successful bidder.

3. Conclusion

On the basis of the above the Appellant requests the Board:

- a. Taking into account in particular the statement of the European Court in paragraph 107 of *Antea Polska* referred to above, in the event of a positive finding on the first ground, to annul the decision of the Contracting Authority and to order the Contracting Authority to provide the information requested, as well as to provide such other remedies deemed fit; and/or
- b. In the event of a positive finding on the second ground to annul the decision and, to order a re-evaluation of the bids submitted.

The Appellant reserves the right to submit further arguments in support of its objection during the hearing.

Yours Sincerely



Adrian Mallia



Bank of Valletta p.l.c
Registration Number: C 2833
Registered Office: 58 Zachary Street, Valletta VLT 1150 - Malta

Pay third party
Printed by: Mrs. Charmaine Galea
Printed on: 21/02/2024 - 18:59
Document ID: 19171577

Transaction details

Beneficiary name:	Cashier Malta Government
Relation:	Administrative Services
Reason:	Other
Payment details:	Deposit for objection GCS SPD6/2023/070
Currency:	EUR - Euro
Beneficiary IBAN/Account:	MT55MALT011000040001EURCMG5001H
Beneficiary IBAN/Account type:	Valid IBAN of country - Malta
Bank name:	Other bank
Bank address / Bank's BIC:	Let the bank apply the beneficiary bank BIC
Beneficiary address:	No
From account:	4002247557 6 (EUR)
Charges should be paid by:	Shared - I pay BOV charges; Cashier Malta Government pays the beneficiary bank charges
Amount:	EUR 967.00
BOV to transfer the money:	as soon as possible
Receiving bank to get the money as:	normal priority payment
Saved template:	no

Additional information

Credit amount:	EUR 967.00
Debited amount (excluding charges):	EUR 967.00
Estimated amount to be withdrawn from account:	EUR 968.00
Transaction charge:	EUR 1.00

Transaction result

Status:	Your instructions have been processed successfully.
Transaction ID:	139066972



REFERENCE NUMBER: SPD6/2023/070

**SERVICES -
FRAMEWORK CONTRACT FOR THE
PROVISION OF WASTE COLLECTION
SERVICES USING ENVIRONMENTALLY
FRIENDLY TRANSPORTATION SERVICES**

This project is being financed through local budget

Sectoral Procurement Directorate

Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600
email: spd6.mfe@gov.mt | telephone: +356 23781506

Contents

SECTION 1 - INSTRUCTIONS TO TENDERERS 3

- 2. Timetable 4
- 3. Lots..... 4
- 4. Clarification Meeting/Site Visit 4
- 5. Selection and Award Requirements 4
- 6. Criteria for Award..... 7

SECTION 2 - SPECIAL CONDITIONS..... 8

SECTION 3 - TERMS OF REFERENCE (Note 3) 14

SECTION 4 - SUPPLEMENTARY DOCUMENTATION..... 26

- 4.1 - Draft Contract Form 26
- 4.2 - Specimen Performance Guarantee 26
- 4.3 - Specimen Tender Guarantee (Bid Bond) - where applicable 26
- 4.4 - Specimen Pre-Financing Guarantee - where applicable 26
- 4.5 - Specimen Retention Guarantee - where applicable 26
- 4.6 - Ultimate Beneficiary Owner (UBO) form 26
- 4.7 - General Conditions of Contract 26
- 4.8 - General Rules Governing Tendering..... 26

gov.mt

SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Provisions

- 1.1 The subject of this tender is the Provision of Waste Collection Services using Environmentally Friendly Transportation Services.

Services shall include the leasing of Plastic Bins and Metal Skips to be used at various Transport Malta premises, inclusive of waste collection and disposal. It is to be noted that waste collection and disposal shall also be requested from the Contracting Authority's owned skips.

- 1.2 The place of acceptance of the services shall be at the various Transport Malta premises as listed in the terms of reference, the time-limits for the execution of the contract shall be 36 months from the Commencement date, this may be extended for a period of 12 months (within 1 month notice prior expiry date) at the same rates, terms and conditions and subject to mutual agreement between the Contractor and the Contracting Authority, and the INCOTERM²⁰²⁰ applicable shall be Delivery Duty Paid (DDP).

- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €193,320.00 excluding VAT and Potential Costs.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

- 1.4 The final beneficiary of this tender is Transport Malta

2. Timetable

The timetable is as per the dates set through the Cft workspace on the ePPS.

	DATE	TIME*
Clarification Meeting/Site Visit	N/A	N/A
Deadline for request for any additional information from the Contracting Authority. Clarifications by registered users to be sent online through www.etenders.gov.mt	24 th November 2023	09:30
Last date on which additional information can be issued by the Contracting Authority	29 th November 2023	09:30
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	11 th December 2023	09:30
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	11 th December 2023	10:00
* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable		

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Clarification Meeting/Site Visit

- 4.1 No clarification meeting/site visit is planned.

gov.mt

5. Selection and Award Requirements

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section through the tender response format ^(Note 2)

If applicable, the necessary forms - such as the Power of Attorney, are to be uploaded through the tender response format/ePPS/xml structure by the Economic Operator, as indicated in the relevant fields of the tender structure.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format ^(Note 2)

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (Tender response format) under Part III titled 'Exclusion Grounds' which includes the following:

- A. Grounds relating to Criminal Convictions
- B. Grounds relating to the payment of taxes or social security contributions
- C. Grounds relating to insolvency, conflicts of interests or professional misconduct
- D. Purely national exclusion grounds

Kindly note that the ESPD tender response format is pre-populated by the system. It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD (Tender response format) under Part IV titled 'Selection Criteria' which includes the following: ^(Note 2)

(a)

Suitability ^(Note 2)

Details of Loading and Waste Carrier Vehicles proposed to be used for the Contract as per Clause 6.4 of the Terms of Reference, such are to include

- A valid copy of the Logbook/s and Insurance Certificate/s of the Vehicle/s (see note hereunder)
- Waste Carriers need to be registered in line with the Waste Management (Activity Registration) Regulations (S.L. 549.45), specifically Activity 38 in Schedule 1. In addition, waste is to be managed in line with the Waste Regulations (S.L. 549.63).

Note

For the collection of bins on wheels, two (2) refuse collection vehicles are being required, one (1) with a gross weight tonnage of 6 tons (10% + / -) and another one (1) with a gross weight tonnage of 16 tons (10% + / -) respectively, Euro 6 certified, capable of uplifting the applicable bins on wheels a maximum of 2 meters and have a twin pack compartments.

For the industrial metal skips, a skip loader is required which should be capable to carry a gross weight tonnage between 16 to 18 tons, Euro 5 or 6 certified and to load large as well as small metal industrial skips.

For those vehicles where technical upgrade has achieved EURO 5 or Euro 6 standard the measures must be documented and included in the tender

application, and this must be approved by a credible third party.

(b) **Economic and Financial Standing** ^(Note 2)

Not Applicable

(c) **Technical and Professional Ability** ^(Note 2)

Subcontracting Proportion

Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

Any subcontractor proposed and disclosed shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

(d) **Quality Assurance Schemes and Environmental Management Standards** ^(Note 2)
Not applicable.

It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

(C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. ^(Note 3)

Tenderer's Technical Offer shall consist of the following submissions ^(Note 3)

Declaration to be provided by the Bidder through EPPS ^(Note 3)

A filled in Technical Offer Questionnaire as per form available under the Tenderer's Technical Offer. ^(Note 3)

- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. The scope of the literature is to corroborate a fully compliant technical offer. *(Note 2)*
- (iii) **Samples** as per Form marked 'Samples List' are not applicable for this Tender Procedure.

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the services tendered as per Tender Response Format. *(Note 3)*
- (ii) A filled-in Financial Bid Form as per Tender Response Format. *(Note 3)*
In case of any discrepancy the xml tender structure shall prevail.

The above does not apply in instances wherein the financial bid form consists of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / applicable.

Notes to Clause 5:

1. *Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge. (currently Bid Bonds are not applicable)*

2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

3. *No rectifications shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

6. Criteria for Award

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

SECTION 2 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

Article 2: Notices and Written Communications

- 2.4 Any written communication following the signature of this contract must be, post or by hand to:

*Property Manager
Transport Malta
Corporate Services Directorate
Triq Pantar
Hal-Lija
LJA 2021*

An official email address and Project Leader contacts will be communicated to the Contractor following endorsement of the contract.

- 2.5 The contract is made up of the following documents, in order of precedence:
- (a) the signed agreement;
 - (b) the Special Conditions;
 - (c) the General Conditions;
 - (d) the Contracting Authority's terms of reference and design documentation;
 - (e) the Contractor's technical offer, and the design documentation submitted by Contractor (drawings);
 - (f) the financial bid form (after arithmetical corrections if any)/breakdown;
 - (g) the tender declarations in the Tender Response Format;
 - (h) any other documents forming part of the contract.

Addenda have (including clarifications/rectifications at evaluation stage) the order of precedence of the document they are modifying.

Article 5: Supply of Information

- 5.1 Further to the provisions of the General Conditions, the Contracting Authority shall supply the Contractor promptly with any information and/or documentation at its disposal which may be relevant to the performance of the Contract allocations. All information and/or documents relating to the Contract shall be returned to the Contracting Authority at the end of the period of execution of the contract.

The Contracting Authority shall as far as possibly co-operate with the Contractor to provide information that the latter may reasonably request to perform the contract.

Article 6: Assistance with Local Regulations

6.1 As per General Conditions.

Article 7: General Obligations

7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.

Where the contract is a Framework Contract, or when a contract is awarded to one contractor over a period of years for recurrent services, the Performance Guarantee may cover the yearly/annual total contract value¹, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract.

If a Procurement Procedure was published with lots and subsequently awarded accordingly, each lot shall be regarded as a separate contract, even if the same contractor wins more than one (1) lot. As a result, the amount of the Performance Guarantee shall be calculated per lot.

The Contractor has the possibility to provide the Contracting Authority with a Single Bond covering two (2) or more Contract Agreements (that qualify for a performance guarantee) with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If a Contractor opts to make use of a Single Bond, one must submit an endorsed and signed letter from the respective Contracting Authority specifying which contracts shall be covered by the said Single Bond. The letter would need to be resubmitted should a new Contract Agreement be covered by the Single Bond. The same process shall take place if a Contract Agreement no longer forms part of the Single Bond since the Contract would have been fully implemented and executed. In addition, if the inclusion of a new Contract Value does not affect the current amount of the Single Bond

¹ Total contract value means the price for which the contract is going to be awarded following endorsement by all parties.

because the applicable Cumulative Contracts Value Range would not have been exceeded, the letter would need to specify this accordingly. In absence of the said letter, the new Contract Agreement would not be signed.²

- 7.15 The performance guarantee shall be released within thirty (30) days of finalization of the Contract and when the Contracting Authority is satisfied that all contractual obligations have been honoured.

Article 13: Medical, Insurance and Security Arrangements

- 13.3 Further to the provisions of the General Conditions, the Contractor shall be fully responsible for the entire operation including movement and delivery of skips and bins to the various sites, waste collection operations and for any damages inflicted to property of the Contracting Authority and/or Third Parties during all these operations. Any damages costs arising out of such incidents shall be borne entirely by the Contractor.

The Contractor shall therefore indemnify the Contracting Authority against third party risks.

Further to the provisions of the General Conditions, the Contractor is bound to provide all his employees with all the necessary protective equipment essential for the execution of works and services. Moreover, the contractor is bound to comply with all the provisions of the National Occupational Health and Safety legislation in effect during the Contract Period.

Additionally, the contractor is required to insure the respective operations for the whole duration of the contract for the amount of €500,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties. The insurance cover shall be effective for the whole duration of the execution period

An original copy of these Insurance Policies shall be provided to the Contracting Authority, within fifteen (15) working day from Commencement Date/ last signature on the Contract Agreement.

- 13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

- 14.3 Not Applicable

Article 15: Scope of the Services

² The latest version of the Procurement Policy Note #21 and #22 shall apply.

- 15.1 The scope of the services is defined in Section 3 (Terms of Reference).

Article 16: Personnel and Equipment

- 16.4 Further to the provisions of the General Conditions, the vehicle/s being used is/are to be in good working condition, insured and be kept clean and fully equipped for the respective operations.

Article 18: Execution of the Contract

- 18.1 Execution of contract and delivery of the respective services will commence on the commencement date indicated in the commencement letter issued by the Contracting Authority, which shall be deemed as the order to start service. Such Commencement letter shall be issued within 30 calendar days from the final signature date on the contract.
- 18.2 Further to the provisions of the General Conditions, the performance period shall be as follows:

The time-limits for the execution of the contract shall be 36 months from the Commencement date, this may be extended for a period of 12 months (within 1 month notice prior expiry date) at the same rates, terms and conditions and subject to mutual agreement between the Contractor and the Contracting Authority

gov.mt

Article 19: Delays in Execution

- 19.2 A daily penalty of fifty Euros (€50 euros) per site shall be charged to the Contractor if he/she fails to satisfactorily provide the requested service as stipulated in the Contract, and / or the service is found to be seriously lacking quantity, quality or efficiency and / or the Contractor breaches any of the conditions stipulated in the awarded Contract or those permitted by law

Article 20: Modification of the Contract

- 20.2 Further to the provisions of the General Conditions and subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right, to vary the quantities.

The time-limits for the execution of the contract shall be 36 months from the Commencement date, this may be extended for a period of 12 months (within 1 month notice prior expiry date) at the same rates, terms and conditions and subject to mutual agreement between the Contractor and the Contracting Authority.

20.5 Further to the provisions of the General Conditions, repetition of services is capped at 15% of the contract sum. This clause may be applied in emergency circumstances.

- a) Unforeseen circumstances relating to operational exigencies of the Contracting Authority.
- b) Dealing with extraordinary events including but not limited to serious incidents.
- c) Repetition of services as might be required to achieve the scope of the contract.

20.6 Further to the provisions of the General Conditions, Additional Services are capped at 15% of the contract value.

This provision may only be exercised in instances where there is a need for additional services for eg (but not limited to).

- a) Unforeseen waste disposal operations including clearing of sites from debris, waste material, grass etc

The prerogative to order such repetition and/or additional services shall vest in the Contracting Authority and if not used, the Contractor shall have no claim against the Government of the Contracting Authority.

Article 24: Interim and Final Progress Reports

24.1 Further to the provisions of the General Conditions, the Contractor must provide, monthly, a report containing all job sheets for each activity performed. Such job sheets are to contain at least the following information:

- ❖ Job sheets indicating all the operations carried out during the month (waste disposals, locations, number of bins / skips leased)

Article 26: Payments and Interest on Late Payment

26.1 This is unit price contract

The Contracting Authority is bound to procure 80% of the awarded Contract Value.

Narrative	Percentage (%)
Pre-financing Payment*	Not Applicable for this Tender
Interim Monthly Payments*	Monthly Payments shall be paid to the Contractor upon presentation of respective invoice and respective

	documentation by the Contractor. Such shall be reviewed and certified by the Contracting Authority.
TOTAL	100%

Important Note: *The contractor shall be responsible to pay any fee or tariff for delivery of waste collected from any Transport Malta Offices to the designated and approved waste disposal sites. Prices quoted by the contractor are to be considered net, inclusive also of any landfill or Disposal Site fees or tariffs, fuels and transport and regardless of the disposal site/s and any waste sorting that the contractor may be obliged to carry out before actual disposal*

26.2 As per General Conditions.

Article 27: Financial Guarantee

27.5 Not applicable.

Article 30: Revision of Prices

30.1 As per General Conditions.

Article 32: Breach of Contract

32.5 As per General Conditions.



Add other clauses deemed relevant.

SECTION 3 - TERMS OF REFERENCE (Note 3)

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders, at tendering stage, to prove that the standards, brands or labels they quoted are equivalent to the standards requested by the Contracting Authority.

1. Background Information

1.1 - Beneficiary Country

Malta.

1.2 - Central Government Authority

Department of Contracts.

1.3 - Contracting Authority

Authority of Transport Malta also referred as Transport Malta

1.4 - Relevant Country Background

N/A

1.5 - Current State of Affairs in the Relevant Sector

The Authority for Transport in Malta (also referred as Transport Malta in this document) is a body corporate been established through Act XV of 2009. This Act came into force on the 1st January 2010 pursuant to Legal Notice 349 of 2009

This Authority assumed the functions previously exercised by the Malta Maritime Authority, The Malta Transport Authority and the Director and Directorate of Civil Aviation which are those relating to roads, to transport by air, rail, road or sea, within ports and inland waters, and relating to merchant shipping. It seeks to promote and develop the transport sector in Malta by means of proper regulation and by the promotion and development of related services, businesses and other interests both locally and internationally.

1.6 - Related Programmes and Donor Activities

N/A

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objectives of the project of which this contract will be the Provision of Waste Collection Services using Environmentally Friendly Transportation Services:

Such include the following:

The leasing (including waste collection and disposal using low emission trucks) of Plastic Bins and Metal Skips to be used at Various Transport Malta Premises divided as follows:

- To lease 9 plastic bins on wheels with a capacity between 1,000 to 1,100 liters
- To lease 23 plastic bins on wheels with a capacity between 220 to 240 liters
- To lease 2 Industrial open metal skips: 6 Cubic Yards

The services also include the waste collection and disposal using low emission trucks for following Contracting Authority's owned Bins:

- Bins of 120 litres x 5 twice monthly at Boiler Wharf
- Bins of 120 litres x 5 twice monthly at Menqa Wharf
- Bins of 120 litres x 5 twice monthly at Fuel Wharf
- Bins of 120 litres x 2 twice weekly at POC, Marsa

Waste shall include

General Waste, Recycling Paper, Plastic, Organic Waste, General Debris (Metal, Grass, Wood , Stone Etc)

2.2 - Specific Objectives

The objectives of this contract are as follows:

- A) Lease of the hereunder:

- 3 plastic bins on wheels (1,000 to 1,100 litres capacity) for general waste for Transport Malta, Triq Pantar, Hal-Lija
- 3 plastic bins on wheels (1,000 to 1,100 capacity) litres for re cycling waste for Transport Malta, Triq Pantar, Hal-Lija
- 2 plastic bins on wheels (1,100 to 1,100 litres capacity) for general waste for A3 Towers, Paola
- 2 plastic bins on wheels (200 to 240 litres capacity) for general waste at Sa Maison House, Sa Maison Hill, Floriana
- 2 plastic bins on wheels (200 to 240 litres capacity) for general waste at Fast Ferry Terminal, Valletta
- 1 plastic bin on wheels (1,000 to 1,100 litres capacity) for other waste at Maritime Enforcement, Marsa
- 2 plastic bins on wheels (200 to 240 litres capacity) for general waste at Maritime Enforcement, Marsa
- 1 plastic bin on wheels (200 to 240 litres capacity) for general waste at VIU, Luqa
- 2 plastic bins on wheels (200 to 240 litres capacity) for general waste and recycling material at Maritime House, Valletta
- Fourteen (14) bins on wheels lockable (200 to 240 litres capacity) at Transport Malta, Lija, Paola, Luqa, Floriana x 2, Marsa x 3, Korradino, L-Isla, Valletta x 2 and Gozo x 2 for organic waste

The Colours of the Bins shall be as follows: General waste: green or black, and for re-cycling and organic waste: white.

The Bins are to comply with the following specification:

- At least one lockable wheel to prevent free movement whilst parked
- Foot operated pedal for lid opening
- Can be also opened by hand without excessive exertion
- Made of sturdy material
- Inclusive of lids
- With a draining bottom hole, continuously covered with fitting sealing plug
- Lockable
- Have trunnion or comb lifting device that facilitates automatic mechanical lifting and emptying

This is also to include Collection of Rubbish and replacement of Plastic Bags. The waste from ALL plastic Bins mentioned above is to be collected Monday to Friday except on public holidays and or according to the exigencies of the Contracting Authority.

Contractor is to provide Replacement Bags, such Bags are to be adequate for the requested services and for the type of respective waste.

B) Lease of the hereunder

- 2 large metal skips for Menqa Gate of 6 Cubic Yards, Marsa and Maintenance Storage Shed, Burmarrad or other location site as instructed by the Contracting Authority

These metal skips are to be emptied as requested by the Contracting Authority. It is expected that these skips shall be emptied on a bi-weekly basis (minimum)

C) Collection of rubbish including replacement of bags as follows:

- Bins 120 litres x 5 twice monthly at Boiler Wharf, L-Isla
- Bins 120 litres x 5 twice monthly at Menqa Wharf, Marsa
- Bins 120 litres x 5 twice monthly at Fuel Wharf, Korradino
- Bins 120 litres x 2 twice weekly at Port Operations Centre, Marsa

Contractor is to provide Replacement Bags, Bags are to be adequate for the requested services

The above mentioned bins under clause (C) are the Contracting Authority's owned Bins

Other Specific Objectives and obligations:

- *The Contractor is to ensure that after every collection, the area is kept and/or rendered clean. Therefore the contractor shall thoroughly sweep and pick litter within the surrounding area from the Bin/skip, including any litter that may have been deposited prior to the start of the service provision.*
- *Note: Collection at the following premises is to be carried out ONLY twice a week on Tuesdays and Fridays (If public holiday then the day before) between 0800hrs and 0900hrs*

*Transport Malta
Port Operations Centre
23/25, Xatt L-Ghassara Ta' l-Gheneb
Marsa*

- *To deliver collected waste, to a waste disposal site or sites licensed to operate in accordance with the provisions of National legislation - see Article 6.5 of these Terms or Reference*
- *To ensure safety at all times and hence it will be the responsibility of the contractor to have adequate insurance against all damages that may happen to third parties and also for all injury to workmen or others during service*
- *All Contractor Owned skips and Bins have to be washed and disinfected at least once monthly when these are smelly or as requested by the Contracting Authority. This also applies to the immediate adjacent area.*
- *Contractor Owned Damages Skips /Bins are to be replaced within the time frame specified by the Contracting Authority*

2.3 - Results to be achieved by the Consultant

Not applicable

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- The Contractor (also referred to as Waste Carrier in these TORs) understands the requirements and objectives of this Contract.
- The Contractor will be able to deliver the services indicated with the highest possible efficiency and in the stipulated and allocated timeframes.
- There is excellent communication throughout the whole duration of the contract between the Contractor and the Contracting Authority.
- The Contractor has the technical capacity and human resources to deliver within deadlines and adopt contingency proposals as necessary.
- The Contractor will be bound to amend any component of the project's tasks/ activities until it is to the satisfaction of the Contracting Authority.
- The Contractor will be bound to obtain the necessary approval from the Contracting Authority whenever required.
- In executing any work under this contract, the Contractor shall comply with any requirements contained and listed in any law which may from time to time be in force in Malta and with any procedures, policies, orders, guidelines or directives issued thereunder.
- All vehicles employed on this contract shall conform to local roadworthiness regulations and legislations and shall be properly maintained. Waste Collection and Disposal vehicles used shall be fully licensed, properly insured, fully equipped with tools and proper lighting (yellow beacon lights) that may be required during these operations.
- Additionally all vehicles provided by the Contractor by the contractor are to be duly and fully licensed by the Relevant Transport Authority, the Environment Protection Directorate of MEPA, or any other Authority or Body responsible for Public Transport and Waste Management, including Permitting and Control, Carrier Transport, and Disposal.
- The contractor shall be solely responsible for the safe operations of his vehicles and the safety of their operators. The Contractor is also bound to ensure that all operators of his vehicles are appropriately trained, qualified and licensed to carry out such duties as per local regulations.
- The Contractor shall provide at least 2 (two) contact telephone land and/or mobile numbers

and a valid email address. The telephone lines provided are to be reachable on a 24-hour basis.

- The Contractor is obliged to ensure that this contract is performed in accordance with the prevailing and any subsequent Occupational Health and Safety Regulations. Transport Malta Cannot be held responsible for any health-related incidents
- It is assumed that the Contractor will execute the service with the highest efficiency.
- In executing this service, the Contractor shall operate in line with all current legislation in force and including adequate insurance cover for Vehicles, Employees and Public / Private Liability. The Waste Carrier should also be in line with the guideline document issued by ERA and Transport Malta for this operational waste management service to be provided
- The Contractor shall comply at all times to all applicable legislation and guidance notes including but not limited to;

(A) with S.L. 549.45 and S.L. 549.63

(B) Waste Carrier Permit Conditions: <https://era.org.mt/topic/application-forms/>

(C) Waste carriers need to be registered in line with the Waste Management (Activity Registration) Regulations (S.L. 549.45), specifically Activity 38 in Schedule 1. In addition, waste is to be managed in line with the Waste Regulations (S.L. 549.63).

3.2 – Risks

The Contracting Authority reserves the right to terminate the Contract in case of failure from the Contractor to abide with the requirements in this Contract

Necessary arrangements and precautions must be taken considering any holidays that may occur during the period of execution of the contract.

Time limits may not be used as a justification for sub-standard work. It is expected that the service provider has sufficient organisational capacity to handle pressure and maintain high quality work standards.

The Contractor is obliged to make all the necessary arrangements based on the national waste strategy as directed so by the respective Local Councils.

4. Scope of the Work

4.1 – General

4.1.1 *Project Description*
Not Applicable

4.1.2 *Geographical Area to be covered*

Malta

4.1.3 *Target Groups*

Transport Malta staff and customers

4.2 - Specific Activities

- The Contractor shall ensure that he has a reserve vehicle/s available to him at all times since such matter will not be considered as a reason for non-performance of the requirements of the contract
- The Contractor is responsible for all the tipping of rubbish at disposal sites
- The Contractor shall pay all fees or tariffs for the collection of waste from Transport Malta sites. The Contractor is responsible for all disposal site / s or all waste sorting expenses that are obliged to be carried out before the actual disposal
- The Contracting Authority reserves the right to request additional skips and bins to be used for the disposal of construction waste material or any other material from time to time depending on the need. The Contracting Authority also reserves the right to request additional skips to be delivered and collected as when or where the need arises, on the same terms and conditions and price quoted by the successful bidder during the whole duration of the Contract
- Should the Contractor for any reason whatsoever is unable to carry out the service satisfactorily as per conditions set in this document or is in breach of any of the conditions within the Contract, the Contracting Authority shall have the right to terminate the contract as per Article 32 - Special Conditions of Contract

4.3 - Project Management

4.3.1 *Responsible Body*

Transport Malta will be responsible for managing the contract

4.3.2 *Management Structure*

The provision of waste collection services at Transport Malta falls under the responsibility of the Corporate Services Directorate within Transport Malta

4.3.3 Facilities to be provided by the Contracting Authority and/or other parties

As appropriate.

5. Logistics and Timing

5.1 – Location

Six (6) bins on wheels 1,000 - 1,100 litres each at Transport Malta, Triq Pantar, Hal-Lija, LJA 2021 for general waste and recycling material

Two (2) bins on wheels approximately 1,000 - 1,100 litres each at Transport Malta , A3 Towers, Triq L-Arkata, Paola one for general waste and the other for recycling material

Two (2) bins on wheels approximately 220 -240 litres at Transport Malta, Sa Maison Hill, Floriana one for general waste and the other for recycling material

Two (2) bins on wheels lockable approximately 220 -240 litres at Fast Ferry Terminal, Valletta for general waste and the other for recycling material

Two (2) bins on wheels approximately 220 -240 litres at Maritime Enforcement Unit, Marsa one for general waste and the other for recycling material

Fourteen (14) bins on wheels lockable approximately 220 - 240 litres at Transport Malta, Lija, Paola, Luqa, Floriana x 2, Marsa x 3, Korradino, L-Isla, Valletta x 2 and Gozo x 2 for organic waste

One (1) bin on wheels approximately 1,000 -1,100 litres at Maritime Enforcement Unit, Marsa for other waste

One (1) bin on wheels approximately 220 - 240 litres at Vehicle Inspection Unit, Ex Aviation Road, Luqa for general waste

One (1) 6 Cubic Yard metal industrial open skip at Transport Malta, Menqa Security Gate, Marsa

One (1) 6 Cubic Yard metal industrial open skip at Transport Malta, Maintenance Storage Shed, Marsa or any other location at the discretion of the Contracting Authority for mixed heavy material and debris

Two (2) bin on wheels approximately 220 - 240 litres at Maritime House, Valletta for general waste and recycling material

Collection only and replacement of rubbish bags:

- Bins 120 litres x 5 at Boiler Wharf, L-Isla
- Bins 120 litres x 5 at Menqa Wharf, Marsa
- Bins 120 litres x 5 at Fuel Wharf, Korradino

- Bins 120 litres x 2 at POC, Marsa

Location of the Skips and Plastic Bins may be changed according to the exigencies of Transport Malta

5.2 - Commencement Date & Period of Execution

As per Article 18 of the Special Conditions of Contract

6. Requirements

6.1 – Personnel and Key Experts

6.1.1 Other Experts

Not applicable

6.1.2 Support Staff and Backstopping

The Contractor shall be fully responsible for the support staff and backstopping necessary and required to carry out all the activities and produce all results as outlined in these Terms of Reference

6.2 – Accommodation

Not applicable

6.3 - Facilities to be provided by the Consultant

Not applicable

6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract

For the collection of bins on wheels, two (2) refuse collection vehicles are being required, one (1) with a gross weight tonnage of 6 tons (10% +/-) and another one (1) with a gross weight

tonnage of 16 tons (10% + / -) respectively, Euro 6 certified, capable of uplifting the applicable bins on wheels a maximum of 2 meters and have a twin pack compartments. Certified vehicle documents are to be presented to the Contracting Authority upon request.

For the industrial metal skips, a skip loader is required which should be capable to carry a gross weight tonnage between 16 to 18 tons, Euro 5 or 6 certified and to load large as well as small metal industrial skips. Certified vehicle documents are to be presented to the Contracting Authority upon request.

All vehicles employed on this contract shall confirm to local roadworthiness regulations and legislations and shall be properly maintained. Waste Collection and Disposal vehicles used shall be fully licensed, properly insured, fully equipped with tools and proper lighting (yellow beacon lights) that may be required during these operations.

The contractor shall be solely responsible for the safe operations of his vehicles and the safety of their operators. The Contractor is also bound to ensure that all operators of his vehicles are appropriately trained, qualified and licensed to carry out such duties as per local regulations.

The transport and disposal loader vehicle for the skips and plastic bins waste shall be duly covered with all relevant licenses and permits as amplified in the below paragraph (underlined text), or as otherwise statutorily required,

The Loaders and waste disposal vehicles provided by the contractor are to be duly and fully licensed by the Relevant Transport Authority, ERA (Environmental and Resources Authority) in terms of S.L. 549.45 and any other applicable legislation, or any other Authority or Body responsible for Public Transport and Waste Management, including Permitting and Control, Carrier Transport, and Disposal. The contractor is to submit proof of ownership and compliance with these and other statutory licenses and permits, including copies of Registration Logbooks, Permitting and Licenses

Waster Carriers need to be registered in line with the Waste Management (Activity Registration) Regulations (S.L. 549.45), specifically Activity 38 in Schedule 1. In addition, waste is to be managed in line with the Waste Regulations (S.L. 549.63).

GPP Criteria to be followed:

For the collection of bins on wheels, two (2) refuse collection vehicles are being required with a gross weight tonnage of 6 tons (10% + / -) and 16 tons (10% + / -) respectively, Euro 6 certified, capable of uplifting the applicable bins on wheels a maximum of 2 meters and have a twin pack compartments.

For the industrial metal skips, one (1) skip loader is required which should be capable to carry a gross weight tonnage between 16 to 18 tons, Euro 5 or 6 certified and to load large as well as small metal industrial skips.

Where vehicles are not certified as EURO 5 or 6, but technical after-treatment has achieved the

same standard, this should be documented in the tender application

Verification: The bidder must present the technical sheets and certified vehicle documents of the vehicles where emission standards are defined i.e.

- For the collection of bins on wheels, two (2) refuse collection vehicles are being required with a gross weight tonnage of 6 tons (10% + / -) and 16 tons (10% + / -) respectively, Euro 6 certified.
- For the industrial metal skips, one (1) skip loader is required which should be capable to carry a gross weight tonnage between 16 to 18 tons, Euro 5 or 6 certified.

For those vehicles where technical upgrade has achieved EURO 5 or Euro 6 standard the measures must be documented and included in the tender application, and this must be approved by a credible third party.

6.5 - Disposal Sites

The disposal of waste shall only be at nationally approved sites by the Ministry for the Environment, ERA, and/or WasteServ Ltd. or any other legal entity empowered by the Government of Malta.

The Contractor shall be responsible for ensuring compliance with any rules or regulations applicable in connection with the disposal of waste at any particular site. In all cases the Contracting Authority shall not be liable for any expenses incurred by the Contractor in the disposal of waste, or the relevant processes required to complete the service, at any particular site. Tipping fees shall be paid by the Contractor

7. Reports

7.1 - Reporting Requirements

Not applicable

7.2 - Submission & Approval of Progress Reports

See Article 24 of the Special Conditions of Contract

8. Monitoring and Evaluation

8.1 - Definition of Indicators

Not applicable

8.2 - Special Requirements

Not applicable



SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Specimen Performance Guarantee

4.3 - Specimen Tender Guarantee (Bid Bond) - where applicable

4.4 - Specimen Pre-Financing Guarantee - where applicable

4.5 - Specimen Retention Guarantee - where applicable

4.6 - Ultimate Beneficiary Owner (UBO) form

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt.

4.7 - General Conditions of Contract

The full set of General Conditions for Services Contracts (Version 4.7) can be viewed/downloaded from the 'Resources Section' at: www.etenders.gov.mt

It is hereby construed that the tenderers 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 have.

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

4.8 - General Rules Governing Tendering

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of www.etenders.gov.mt).



13th February 2024

Galea Cleaning Solutions JV
000202589

SPD6/2023/070

**FRAMEWORK CONTRACT FOR THE PROVISION OF WASTE COLLECTION SERVICES
USING ENVIRONMENTALLY FRIENDLY TRANSPORTATION SERVICES**

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure.

We regret to inform you that the offer submitted was not the cheapest priced offer satisfying the administrative and technical criteria.

Below please find table with rankings:

Tender ID	Name of Tenderer	Financial Offer excl. VAT €	Ranking
000202653	Green Skip Services Limited	145760.04	1
000202589	Galea Cleaning Solutions JV	191320.56	2

The procurement was recommended for award to 000202653 Green Skip Services Limited **for the amount of €145760.04 excluding VAT**, this being the cheapest priced offer satisfying the administrative and technical criteria.

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on info.pcrb@gov.mt by **12:00hrs (noon) of 23rd February 2024** against a deposit of €967.

Payments are to be made through bank transfer in terms of the following details:

Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALT MT MT
IBAN Code	MT55MALT011000040001EURCMG5001H
Bank Code	01100

The official recommendation for award schedule 'Award Notice' can be accessed on the website: www.etenders.gov.mt and is also being attached for ease reference.

DIPARTIMENT TAL-KUNTRATTI
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Direttorat għall-Akkwist Settorali



DEPARTMENT OF CONTRACTS
Notre Dame Ravelin
Floriana FRN 1600 – MALTA
Sectoral Procurement Directorate

Telephone: 23781506
e-Mail: spd6.mfe@gov.mt

Yours sincerely,

SPD6
f/ Sectoral Procurement Directorate

Provide your feedback for the CfT

CFT: SPD6/2023/070 - SERVICES - FRAMEWORK CONTRACT FOR THE PROVISION OF WASTE COLLECTION SERVICES USING ENVIRONMENTALLY FRIENDLY TRANSPORTATION SERVICES (STATUS: EVALUATION)

Standstill feedback and responses

1.REQUEST FOR INFORMATION - URGENT

Description of your feedback entry

I write on behalf of my client Galea Cleaning Solutions JV with reference to the below and the attached. In order for my client to understand the workings of the evaluation committee, I kindly ask you to send at your earliest, details of the vehicles submitted by the winning bidder. In this respect, reference is made both to Regulation 40 of the Public Procurement Regulations and the judgement of the European Court in Polska (C 54/21), to the effect that such information must be provided under the conditions set forth in both the Regulation and the judgement. Kindly provide this information as soon as possible, particularly in view of the limited time within which my client is to decide whether to challenge the decision. Regards Adrian Mallia

ATTACHMENT FOR THE FEEDBACK No attachment
ENTRY:

Answer

Dear Sir, Regarding your request, we have checked with the Department of Contracts and we have been informed that requests for tender offers and financial bids may not be disclosed to third parties, including other tenderers. The reason for not disclosing the information lies in the commercial sensitivity of the information and the maintenance of equality among Economic Operators. Please be informed that as per the General Rules Governing Tenderers, Clause 19.2, unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information: i. the criteria for award; ii. the name of the successful tenderer; iii. the recommended price of the successful bidder; iv. the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest; v. in case where the award criteria is linked to the best price quality ratio the Contracting Authority must inform the Economic Operator who has submitted an admissible tender of the characteristics and relative advantages of the selected offer (only upon request as per Regulation 242 (2)); vi. the deadline for filing a notice of objection (appeal); vii. the deposit required if lodging an appeal. In this regard, if further information to the one mentioned above is required, it is the Public Contracts Review Board which determines what further information can



gov.mt

Create new Feedback

Title: *

Language: *

Description:

(Maximum characters: 50000)

Attachment for the request:

Fields marked with an asterisk are mandatory *