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**REQUEST FOR PROPOSALS FOR A CONCESSION CONTRACT FOR THE
OPERATION OF A CAR-SHARING PROGRAM THROUGHOUT THE
MALTESE ISLANDS**

CONCESSION TENDER DOCUMENT

Date Published: 14 October 2016

Deadline for Submissions: 5 December 2016 at 11:00am CET

Bid Bond: Five thousand Euro (€5,000)

Cost of the Tender Document: Free of Charge

Important Notice

This Request for proposals (this “**RFP**”) has been prepared by the Authority for Transport in Malta (the “**Contracting Authority**”) for the purpose of inviting bidders to undertake the Project in accordance with the terms hereof.

Whilst the information contained in this RFP has been prepared in good faith, it does not purport to be comprehensive nor does it purport to have been independently verified. Neither the Contracting Authority nor its employees, agents or advisers (nor the employees or agents of any such advisers) make any representation or warranty, express or implied, with respect to the veracity, adequacy, accuracy, reasonableness or completeness of the information contained in this RFP, or in any Clarifications issued hereunder or with respect to the information upon which this RFP is based or with respect to any written or oral information or representation given or made by the Contracting Authority or its advisers to any bidder or its advisers, whether given or made prior to or after the issue of this RFP (collectively the “**Information**”).

The Contracting Authority and its advisers hereby expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) arising out of or in relation to the Information (including in relation to any omissions therefrom) and in respect of the use of and / or reliance on such Information by prospective bidders and / or their advisers.

All information contained in this RFP, including financial, geographic, commercial, legal and technical information has been included in this RFP for illustrative and information purposes only. Each bidder shall be solely and fully responsible for satisfying itself as to the information required to submit a bid and to undertake the Project in accordance with the terms of its bid.

Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this RFP. No account can be taken of any reservation in the bid as regards this RFP except as permitted herein; any disagreement, contradiction, alteration or deviation not permitted in this RFP shall lead to the bid not being considered any further.

The publication of this RFP does not commit the Contracting Authority to implement the Project.

The Contracting Authority reserves the right to make amendments to this RFP at any time before the deadline for submission of bids as set out in the Timetable (as defined hereunder). The Contracting Authority will notify bidders immediately and in writing of any such amendments.

CONTENTS

| | | |
|------|--|----|
| 1. | DEFINITIONS AND INTERPRETATION..... | 6 |
| 1.1 | Definitions | 6 |
| 1.2 | Interpretation | 7 |
| 2. | INTRODUCTION..... | 7 |
| 2.1 | Purpose and Intent..... | 7 |
| 2.2 | Background Information on Transport Sector | 8 |
| 3. | SCOPE OF RFP AND CONCESSION | 10 |
| 3.1 | Introduction..... | 10 |
| 3.2 | Scope of Concession..... | 11 |
| 4. | CAR SHARING..... | 12 |
| 4.1 | Car Sharing Worldwide..... | 12 |
| 4.2 | Car Sharing Technologies..... | 13 |
| 5. | PROJECT MINIMUM REQUIREMENTS | 13 |
| 5.1 | General Objectives of Project | 13 |
| 5.2 | Duration..... | 14 |
| 5.3 | Fleet and Fleet Management..... | 14 |
| 5.4 | Geographical Coverage of Car Sharing Program | 15 |
| 5.5 | Vehicle Parking..... | 17 |
| 5.6 | Financing..... | 19 |
| 5.7 | Other Minimum Requirements..... | 19 |
| 5.8 | Project Management and Administration | 20 |
| 5.9 | Users..... | 21 |
| 5.10 | Data Collection and Reporting..... | 21 |
| 5.11 | Marketing and Recruitment Activities..... | 21 |
| 5.12 | Technology..... | 21 |
| 5.13 | Timeline for Implementation of Project | 22 |
| 6. | PROJECT INFORMATION..... | 22 |
| 6.1 | Incentives..... | 22 |
| 6.2 | Operating License..... | 23 |
| 7. | COMPETITIVE PROCESS..... | 24 |
| 7.1 | Introduction..... | 24 |
| 7.2 | Cancellation | 24 |
| 7.3 | Modifications to RFP | 24 |
| 7.4 | Evaluation Committee | 25 |
| 7.5 | Timetable..... | 25 |

| | | |
|------|--|-----------|
| 7.6 | Clarifications | 26 |
| 7.7 | Eligibility | 26 |
| 7.8 | Selection Criteria..... | 27 |
| 7.9 | Exclusion Criteria..... | 27 |
| 7.10 | Multiple bids..... | 28 |
| 7.11 | Lots..... | 28 |
| 7.12 | Bid Expenses | 28 |
| 8. | BID PREPARATION AND SUBMISSION | 28 |
| 8.1 | Language of bids | 28 |
| 8.2 | Bid Bond | 29 |
| 8.3 | Variant Solutions..... | 29 |
| 8.4 | Presentation and Signing of Bids..... | 29 |
| 8.5 | Sealing and Marking of Bids..... | 30 |
| 8.6 | Extension of Deadline for Submission of Bids..... | 31 |
| 8.7 | Late Bids | 31 |
| 8.8 | Alterations and Withdrawal of bids..... | 31 |
| 8.9 | Currencies of Bid and Payments | 31 |
| 8.10 | Period of Validity of bids..... | 31 |
| 8.11 | Format of Bids..... | 32 |
| 8.12 | Bid Response Structure | 32 |
| 8.13 | The Bid Submission Form | 32 |
| 8.14 | Business Plan | 33 |
| 8.15 | The Financial Offer | 34 |
| 9. | OPENING OF BIDS, SECRECY OF COMPETITIVE PROCESS | 35 |
| 9.1 | Opening of Bids..... | 35 |
| 9.2 | Secrecy of the Competitive Process | 35 |
| 10. | SELECTION AND EVALUATION PROCESS..... | 35 |
| 10.1 | Introduction..... | 35 |
| 10.2 | Evaluation..... | 36 |
| 10.3 | Award Criteria..... | 36 |
| 10.4 | Correction of Arithmetical Errors..... | 39 |
| 10.5 | Notification of Award | 40 |
| 11. | BID CLARIFICATIONS, NEGOTIATIONS, CONCESSION AGREEMENT AND PERFORMANCE GUARANTEE..... | 40 |
| 11.1 | Clarifications and Negotiations..... | 40 |
| 11.2 | Contract Signing..... | 41 |
| 11.3 | Performance Guarantee..... | 41 |
| 12. | MISCELLANEOUS..... | 42 |

| | | |
|------|--|----|
| 12.1 | No Canvassing and No Collusion | 42 |
| 12.2 | Ethics Clauses..... | 42 |
| 12.3 | Data Protection and Freedom of Information | 43 |
| 12.4 | Gender Equality..... | 43 |
| 13. | GOVERNING LAW AND APPEALS PROCESS..... | 44 |
| 14. | GENERAL TERMS AND CONDITIONS..... | 45 |
| 14.1 | Disclosure of Information..... | 45 |
| 14.2 | False and Misleading Information..... | 46 |

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions, when used with initial capital letters in this RFP, shall have the meanings given below:

| | |
|------------------------------|--|
| Bid Bond | means the bid bond to be provided by the bidders in accordance with Section 0; |
| Business Plan | means each business plan submitted by the bidders in accordance with Section 8.14; |
| Car Sharing Program | means the car sharing program to be implemented by the Concessionaire in accordance with the terms of this RFP (including in particular Section 5) and the Concession Agreement; |
| Concession | means the concession to be awarded pursuant to this RFP for the Project; |
| Concession Agreement | means the agreement to be entered into between the Contracting Authority and the Concessionaire, including any other agreement or document material or ancillary thereto, in connection with the Concession; |
| Concessionaire | means the bidder who executes the Concession Agreement; |
| Contracting Authority | means the Authority for Transport in Malta; |
| Competitive Process | means the competitive process for the award of the Concession commenced pursuant to this RFP; |
| Euro or € | means the currency of the European Monetary Union; |
| Evaluation Committee | means the ad hoc committee appointed by the Contracting Authority and set up for the purpose of evaluating the bids received in response to this RFP; |
| Government | means the Government of Malta; |
| Preferred Bidder | means the bidder whose bid was recommended for award by the Contracting Authority; |
| Project | means the implementation of the Car Sharing Program, which shall include the acquisition of an assortment of vehicles and (if necessary) the installation of charging stations; |

| | |
|--------------------------------------|---|
| Public Contracts Review Board | means the Public Contracts Review Board established in accordance with Regulation 34 of the Regulations; |
| Regulations | means the Public Procurement Regulations, Subsidiary Legislation 174.04; |
| Request for proposals / RFP | means this request for proposals document, including any and all attachments, annexes and appendices thereto; |
| Term | means the duration of the Concession which shall be for a period of nine (9) years); and |
| Timetable | means the timetable indicated in Section 7.5. |

1.2 Interpretation

Save to the extent that the context or the express provisions of this RFP otherwise require:

- 1.2.1 all references to Sections are to sections of the RFP;
- 1.2.2 all references to paragraphs are references to paragraphs of this RFP or to paragraphs of the attachments hereto;
- 1.2.3 all references to times are references to local times in Malta and all references to dates are according to the Gregorian calendar;
- 1.2.4 words importing the singular include the plural and vice versa;
- 1.2.5 words importing a particular gender include all genders; and
- 1.2.6 all monetary amounts are expressed in EUR (€) unless expressly provided otherwise.

2. INTRODUCTION

2.1 Purpose and Intent

- 2.1.1 The Contracting Authority's mission is 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.
- 2.1.2 This RFP is being issued by the Contracting Authority to solicit bids for the operation of the Project in Malta. The intent is to award the preferred bidder a Concession which shall require the Concessionaire to launch a Car Sharing Program in Malta and Gozo, in accordance with the terms of this RFP and the Concession Agreement.
- 2.1.3 The Concessionaire shall be required to implement the Car Sharing Program in Malta and Gozo and to make available to members of the said Car Sharing Program, through a pre-booking web-based application, a fleet of an assortment of different types of vehicles readily organized and made available for a very short period of time (generally for a trip from a car-sharing dedicated point A to a car-sharing dedicated point B), thus paying for the

use of that vehicle for that trip.

- 2.1.4 There are several operating and cost models currently put in practice wherever car-sharing services are offered. The cost of the trip is generally charged by the number of minutes used and / or per kilometre travelled, depending on the business model adopted by the Concessionaire. After usage, the vehicle is left in a dedicated parking space, readily available to be used by another member.

2.2 **Background Information on Transport Sector**

2.2.1 Modal Split and traffic congestion

Per capita, Malta is one of the highest motorized countries in Europe with a large population concentrated in a very small geographical space. The majority of Maltese residents find private car-ownership to be the best means of transport. Many journeys currently made by a private passenger vehicle can in fact be carried out using other modes of transport.

Car-sharing, but not so much traditional car rental services, enables flexibility when it comes to access a car, where the car is not privately owned but shared by members and customers who use it on an occasional basis. These services offer an alternative smart choice when compared to purchase and ownership of cars. They enable their members to choose the most appropriate mode of transport for each journey. In combination with various public transport options (bus and ferry) and other modes such as the use of a motorcycle, bicycle or walking, they offer a very cost-effective alternative to car ownership for both private and commercial use, especially when one considers the actual cost of purchase, operation and maintenance of a private car.

The current scenario in Malta provides the right opportunities and conditions where car sharing is mostly effective. According to the National Household Travel Survey (NHTS) carried out in 2010, 74.6% of people travelling on roads were either drivers or passengers in a private car, as compared to 11.3% that were using public bus transport.

Car-sharing services in fact offer a lot of benefits, both to their members and to the environment. While these benefits shall be elaborated in detail below, they are briefly listed hereunder:

- (i) Exclusive guaranteed car-parking for members;
- (ii) Accessibility for use of greener vehicles;
- (iii) Contribution to improved air quality, especially since a number of electric or hybrid electric vehicles must be used in a car-sharing fleet;
- (iv) Increased energy efficiency;

- (v) Reduced fuel costs, especially when using an electric or hybrid electric vehicle;
- (vi) Cheaper in cost compared to owning and maintaining a personal vehicle;
- (vii) Contribution towards the promotion of using other modes of transport for a seamless journey, combining car-sharing and public transport services such as public bus transport and public ferry services;
- (viii) Reducing the need for additional road space for the exclusive use of transport.

2.2.2 Socio-economic problems caused by Road Transport

Transport is one of the highest contributing factors to air quality degradation especially in specific road sections and a number of traffic bottlenecks. The national vehicle fleet is on the rise with approximately eighty (80) vehicles being registered on a daily basis (Contracting Authority Data 2015); high car registration and circulation taxes are not deterring persons living in Malta from purchasing more personal cars. This is negatively affecting overall journey times, making public transport less efficient as buses are trapped in long traffic queues on Malta's narrow roads already reaching full capacity.

2.2.3 The Contribution of Car-Sharing

In many cities around the world where car-sharing services have been introduced, both the level of service as well as the different types of packages offered to members improved over time. To date the development of car-sharing services was considered and treated as a niche market, but various strategies being adopted by major cities show that efforts are being made to upscale car-sharing strategies from niche to mainstream.

It is intended that the Car Sharing Program will provide a suitable alternative to other transport means and reduce the use of the number of privately owned cars in and around congested cities as well as to support a practical shift towards transportation sustainability away from privately owned automobile dependency towards the concept of transport sharing.

2.2.4 Specific Objectives of Implementing Project

The specific objectives for the introduction and implementation of the Project are to:

- (i) Reduce urban traffic congestion

Since journeys carried out by shared cars tend to be booked in advance rather than last minute, and since the cost per trip increases in proportion to the distance travelled and / or time taken, those who share a vehicle make fewer and shorter trips than private car drivers. This also means that there are fewer cars on the road. Greater uptake of car sharing will consequently reduce privately owned cars contributing to a reduction in road congestion as well as less driving time due to exclusive pre-booked parking.

(ii) Address Car Parking Problems

Car sharing will ease parking problems in urban centres since each on-street parking space may be used several times in one day by a number of users. The Car Sharing Program would reduce traffic congestion whilst looking for parking since when using car sharing a user will drive directly to, and park in, a designated parking space. This will particularly reduce circular driving and related congestion created during the search of available parking spaces.

(iii) Contribute towards the reduction of traffic generated emissions

The mandatory requirement to use a large number of electric vehicles in the Project will generally contribute towards cleaner urban centres due to their higher fuel efficiency and lack of tail-pipe emissions when compared to conventional vehicles. On the other hand, even the use of conventional vehicles in car sharing services will contribute towards reducing emissions, both due to the fact that car sharing members will make journeys only when they really need to (due to a premium rate paid) and also due to the reserved designated parking spaces which lessen the distance travelled to find parking availability, hence less fuel used. These emission reductions will also contribute towards Malta's 2020 climate change and energy targets.

(iv) More efficient use of on-street and off-street car-parking

The increase in urban development and hence increased demand for on-road parking in any given locality will prove to be an ever increasing challenge for Contracting Authority. In many areas growing residential parking demand has exhausted the available kerb side parking space. Car sharing is a much more efficient use of parking space, allowing a single slot to be used frequently by a large number of members.

(v) Support for Malta's economy

Many businesses, especially small businesses, operate in busy localities; urban centres, especially business districts with limited off street parking and high parking demands. The use of shared vehicles (including commercial vehicles) is a realistic option for many of these businesses and contributes to the viability of small businesses in inner-towns and village centres.

3. SCOPE OF RFP AND CONCESSION

3.1 Introduction

- 3.1.1 This RFP sets out the terms and conditions on which bidders shall participate in the Competitive Process for the award of the Project.

- 3.1.2 With a view to achieving the objectives outlined above, the Contracting Authority therefore requests the submission of bids from interested parties.
- 3.1.3 This Competitive Process for the grant of the Concession will lead to the identification and selection of a suitable bidder (including a joint venture or consortium) which will be entrusted with undertaking and exploiting the Project.
- 3.1.4 The Concessionaire shall be required to implement the Project and to exploit the Project in accordance with the terms and conditions of the Concession Agreement which will regulate the manner in which the Concessionaire will be required to carry out the Project as defined in this RFP.
- 3.1.5 The following sections outline the key features of the Concession in relation to the Project and the different aspects of the Project.

3.2 **Scope of Concession**

- 3.2.1 The overall scope of the Concession is to entrust to the Concessionaire the obligation to undertake the Project for the duration of the Term, in accordance with the terms of this RFP and the Concession Agreement.
- 3.2.2 The Concessionaire shall be required to carry out the Project in accordance with the obligations set out herein and in the Concession Agreement, with a view to contributing to inter alia the reduction in traffic congestion, reduction in shortage of parking through the use of the same parking spaces by multiple users and contribution towards the reduction of traffic generated emissions.
- 3.2.3 In view of the fact that Malta has a limited land area of 315.718 km², and in order to avoid a fragmented service with certain areas not being served at all, the Concessionaire shall assume an obligation to service each of the areas listed in Section 5.4.
- 3.2.4 The provision of the Car Sharing Program in accordance with the terms of this RFP and the Concession Agreement under normal market conditions would be burdensome and costly. Exclusive rights granted in terms of this RFP and the Concession Agreement would allow the Concessionaire entrusted with the Project to cross-subsidize unprofitable services and additional costs incurred due to the obligations imposed.
- 3.2.5 The Contracting Authority considers it necessary for the commercial viability of the Project that the incentives set out in Section 5.13 hereunder, including in particular the exclusive right to use certain on-street public parking spaces, are provided. The intention of the Contracting Authority is to launch a Project which would service all persons residing in Malta, whether on holiday or on a permanent basis, irrespective of their location and at an affordable price, thereby achieving the objectives in set out in Section 2.2 above and at the same time promoting mobility of persons without the need for car ownership.

- 3.2.1 The Contracting Authority shall, following a review of the bid submitted by the successful bidder, including in particular the Business Plan, enter into negotiations with the successful bidder in accordance with Section 0 with a view to negotiating the terms and conditions of the Concession Agreement pursuant to which the Concessionaire shall be entrusted with the execution of the Project. The subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements.

4. CAR SHARING

4.1 Car Sharing Worldwide

- 4.1.1 It is estimated that there were 6.5 million car-sharing members worldwide in 2015. It is estimated that by 2020 there will be over 12 million users worldwide.
- 4.1.2 There are various indicators of car reduction wherever car sharing was introduced with vehicle owners reported to sell their own vehicles and make use exclusively of a combination shared cars and public transport.
- 4.1.3 According to The Economist, car-sharing can reduce car ownership at an estimated rate of one car sharing vehicle replacing fifteen (15) privately owned vehicles.
- 4.1.4 Car sharing differs from traditional car rental service in a number of ways:
- (i) Car sharing booking is not limited by office hours but readily available 24/7 since booking is carried out through an automated system;
 - (ii) The self-service system incorporates reservation, pickup and return of vehicle to a designated car-parking spaces;
 - (iii) Vehicles can be rented by the minute or by the hour or for a number of hours, but not for a period exceeding eight (8) hours of use;
 - (iv) Normally, users or members of the service are pre-approved to make use of the service after a background driving check has been carried out and a payment mechanism is established, normally in the form of a debit account created on registration of membership;
 - (v) Exclusive car parking spaces are usually distributed throughout the service area or location a number of (for the purpose of this RFP) which will be situated close to one of the existing and new public transport hubs which are yet to be set up;
 - (vi) Insurance, fuel and all related costs are included in the fee rate charged to the users; and

- (vii) Vehicles are serviced (cleaning, fueling) throughout the day as defined in the respective maintenance program carried out by the bidder.

4.2 Car Sharing Technologies

- 4.2.1 The technology used for the provision of car sharing varies between companies offering the service, which ranges from using simple manual systems using key boxes and log books to increasingly complex web-based applications which can even be installed on smart phones.
- 4.2.2 The technology to access the vehicle itself is also rapidly changing; from the use of RFID cards and smart cards, to access using smart phone applications.
- 4.2.3 Moreover, the system itself is usually backed with supporting software that handles a growing array of back office functions.
- 4.2.4 Most car sharing companies offer a dedicated website with an interactive map identifying the locations where the service is available. Such interactive maps can even offer details on the locations and availability of each car parking place.
- 4.2.5 The Ministry for Transport and Infrastructure has already put in place similar automated web-based interactive platforms. A case in point is the interactive map showing the various electric car charging infrastructure network around Malta and Gozo, whereby registered members are in a position to know in real time which charging pillars are available or, in certain cases, which pillars are out of order. Through this system the user can book a charging point slot as required (see <http://www.electricvehiclesmalta.eu/chargingstations>).

5. PROJECT MINIMUM REQUIREMENTS

5.1 General Objectives of Project

- 5.1.1 Bidders shall be required to implement the Car Sharing Program as detailed in this RFP and the Concession Agreement, including without limitation this Section 5.
- 5.1.2 The Car Sharing Program shall feature the placement of an assortment of different vehicles, including small, medium and large non-commercial and commercial vehicles, in proximity to members of the Car Sharing Program.
- 5.1.3 Contracting Authority shall not be responsible for any administrative duties or costs and expenses associated with the Car Sharing Program, with the exception of providing a defined number of parking spaces (both on-street and off-street) for the duration of the Term, as specified in this RFP.

5.2 Duration

- 5.2.1 The duration of the concession shall be for ten (10) years. Provided that the Contracting Authority shall have the right to, in its absolute discretion, grant an extension of two (2) years.
- 5.2.2 It is expected that the Concessionaire shall recoup the investment made together with a return on invested capital during such period.

5.3 Fleet and Fleet Management

- 5.3.1 The car sharing program must be launched with a minimum of eighty (80) vehicles. If, after the expiry of at least two (2) years from the date on which the Project was launched by the Concessionaire, the demand for use of vehicles under the Car Sharing Program warrants the need for additional car-sharing vehicles, the Contracting Authority shall have the right to request the Concessionaire to increase its fleet. In consideration for the Concessionaire increasing the fleet upon request by the Contracting Authority, the Contracting Authority shall have the right to allocate additional on-street public parking spaces.
- 5.3.2 In the event that the Concessionaire refuses to accede to the Contracting Authority's request, and unless the Concessionaire provides satisfactory evidence showing that it is not commercially feasible to increase its fleet, the Contracting Authority reserves the right to issue one or more licences to other concessionaire(s), as well as to allocate the exclusive use of on-street public parking spaces and use of public car parks, to increase the number of vehicles available in Malta and Gozo under car sharing programs.
- 5.3.3 The Concessionaire shall be required to provide an assortment of different vehicles, including a combination of commercial and non-commercial vehicles.
- 5.3.4 The vehicles must be properly maintained, cleaned and fuelled / electrically charged and in good working order at all times.
- 5.3.5 The Concessionaire shall ensure that basic accessories are included in the vehicles and available for use, including; re-fuelling pin (or similar system) to access designated pumping stations, charging point access (in case of electric vehicles) and infant car seat (if pre-booked).
- 5.3.6 The Concessionaire shall ensure that all vehicles are fully insured.
- 5.3.7 The Concessionaire shall be required to provide substitute vehicles whenever a Car Sharing Program vehicle becomes unavailable due to accident, breakdown, or other emergency occurrence. Substitute vehicles may be provided by outside contractors, such as a rental car company, upon approval of the Contracting Authority. Use of substitute vehicles is permissible for up to fifteen (15) working days, unless approved in writing by Contracting

Authority.

- 5.3.8 The Concessionaire shall ensure that all vehicles are registered with a road side assistance provider. In case of a car breakdown during a booking, the Concessionaire must ensure that the user is attended to within a reasonable time frame and make sure that the user is provided with alternative transport to the destination intended.
- 5.3.9 A minimum of forty (40) vehicles made available in terms of the Car Sharing Program shall be plug-in electric vehicles. While fully electric battery vehicles are preferred, plug-in hybrids and range extender plug-in electric vehicles will also be accepted.
- 5.3.10 The remaining vehicles may be fully electric battery vehicles, plug-in hybrids, range extender plug-in electric vehicles, hybrids, LPG or fuel vehicles (petrol and diesel as well as variants thereof), or a combination thereof. The use of LPG propelled vehicles is encouraged. Naturally, offering only electric vehicles for the Car Sharing Program would further contribute to both the improvement of air quality and climate change mitigation since they produce no tail pipe emissions.
- 5.3.11 Electric Vehicles (EV) can be imported second hand cars as long as they are not more than twenty-four (24) months old from the date of first registration and do not have a mileage of more than twelve thousand kilometres (12,000km). The EVs cannot be converted EVs but must have been manufactured as such as indicated in the Certificate of Conformity.
- 5.3.12 Internal combustion vehicles must be new and of the latest EU standard for light passenger and commercial vehicles.
- 5.3.13 Vehicles must be easily identifiable by specific branding and wrapping for the benefit of the public, service members and enforcement agencies. The Contracting Authority will make sure that each vehicle shall be marked on the VERA system as a Car Sharing Program vehicle to benefit from applicable incentives and dedicated exclusive parking spaces.

5.4 Geographical Coverage of Car Sharing Program

- 5.4.1 The Car Sharing Program shall, as a minimum, be implemented in the following indicative thirty-three (33) locations in Malta and Gozo:

| | | | |
|---|------------------------------|----|---|
| 1 | University of Malta | 18 | Attard (adjacent to Corinthia Palace Hotel) |
| 2 | Mater Dei Hospital | 19 | Rabat– Mdina (Parking Areas) |
| 3 | MCAST | 20 | San Gwann Industrial Estate |
| 4 | Valetta Ferry Landing Places | 21 | Marsaxlokk Parking Area |

| | | | |
|----|---|----|---|
| 5 | Valetta Four Winds Parking Area | 22 | Smart City |
| 6 | Floriana Park and Ride | 23 | Cospicua – Vittoriosa Ferry Landing Places and Waterfront |
| 7 | Sliema Ferry Landing Places | 24 | Malta International Airport |
| 8 | Gzira Sea Front | 25 | Marsa Park and Ride |
| 9 | Ta' Xbiex Parking Area (near solar car-ports) | 26 | Qormi (St Sebastian Church) |
| 10 | Msida (Junior College Area) | 27 | St Paul's Bay (Gilleru Area) |
| 11 | St Julian's | 28 | Qawra (Aquarium Area) |
| 12 | St George's Park (including hotel areas) | 29 | Cirkewwa |
| 13 | Pembroke Park and Ride | 30 | Mgarr Gozo |
| 14 | Bulebel Industrial Estate | 31 | Victoria Gozo |
| 15 | Mosta Technopark | 32 | Marsalforn Gozo |
| 16 | Hal Far Industrial Estate | 33 | Xlendi |
| 17 | Mriehel Industrial Estate | | |

5.4.2 The Concessionaire shall have the right to, depending on demand, move the vehicles around the said locations in order to ensure availability of vehicle where demand is high. Provided that the Concessionaire shall however be required to make vehicles available in all of these areas if a booking is made, so as to accommodate said booking.

5.4.3 The Concessionaire is encouraged to provide and develop the service in other areas of Malta and Gozo, such as major touristic areas as well as in closely knit towns and villages as well for example:

- (i) Mqabba, Safi, Qrendi, Luqa, Chircop, Zurrieq, Siggiewi cluster
- (ii) Lija, Balzan, Attard, B'Kara, Mosta cluster
- (iii) Mellieha, St. Paul's Bay, Qawra, Mosta cluster
- (iv) Qormi, Zebbug, Siggiewi, Hamrun, Marsa cluster

5.5 Vehicle Parking

5.5.1 General

- (i) Car sharing vehicles shall be parked in the exclusive allocated car parking spaces and any private car parking spaces made available by the Concessionaire (through separate arrangements with third parties).
- (ii) Car sharing vehicles are not to be parked in any public car parking spaces other than the designated spaces, by either members or the Concessionaire outside the booked time for usage. For the sake of practicality however, users of Car Sharing Program vehicles shall be permitted to park in spaces available to the public for a maximum period of not more than fifteen (15) minutes (except when being charged at a charging station). In such instances, the user shall be required to leave a parking meter showing the time of arrival. Failure to indicate the time spent in these car parking spaces will lead to a fine,
- (iii) The Concessionaire shall, at its own cost and expense, have the right (and is encouraged to do so) enter into other arrangements or agreements with third party private car-parking facilities to provide additional car parking options for members. The costs for such arrangements shall be absorbed or included in the flat rate or offered as part of additional rates and in different tariff packages offered to members.
- (iv) The Concessionaire shall ensure that, once used by a member, a vehicle is deposited back in any of the car parking spaces operated by the Concessionaire.
- (v) The Concessionaire shall, at its own cost and expense, ensure that electric vehicles are adequately charged.
- (vi) The Concessionaire shall be responsible for ensuring that vehicles are adequately charged for use by users, whether through car-charging infrastructure at the locations where the services are to be provided, charging infrastructure (including existing infrastructure referred to in Section 4.2.5) owned and / or operated by third parties (subject to reaching an agreement with said owners and / or operators as necessary) or at its own Premises, or a combination thereof. In the event that the Concessionaire wishes to install electric car-charging infrastructure at the locations where the services are being provided, the Concessionaire shall be required to file an application with the Contracting Authority for said installation, which application shall be favorably considered. The Concessionaire shall also be entitled to propose a Project in which all vehicles will be regularly charged by the Concessionaire at its own premises.
- (vii) The allocation of public parking spaces will be declared as a tow-zone and the Concessionaire shall be obliged to report any other vehicles parked in the designated car parking spaces to make sure that these are kept free for their intended use at all times.

5.5.2 Exclusive On-Street and Off-Street Parking Spaces

- (i) Bidders shall, as part of their bid, request a number of public on-street and off-street car parking spaces to be provided. The number of spaces to be requested shall be reflective of the fleet to be deployed by the bidder and shall not exceed two (2) parking spaces for each vehicle in the bidder's fleet.
- (ii) The Contracting Authority shall grant two (2) car parking spaces for each vehicle to be deployed by the Concessionaire and each locality specified in Section 5.4.1 above shall be serviced by at least two (2) vehicles. The specific locations of each parking space, within a particular locality, shall be finally determined during discussions between Contracting Authority, local councils and the Concessionaire.
- (iii) In localities where there is the possibility of high car-sharing turn around, a larger number of public car parking spaces will be provided (subject to availability) up to a maximum of twenty (20) car parking spaces which will be identified in different locations within the respective locality.
- (iv) The identification of the car parking spaces shall be carried out in full consultation with the Contracting Authority and the respective Local Councils.
- (v) The Concessionaire is encouraged to reach agreement with private car park operators or owners to provide for any additional short falls in parking spaces in localities where there is such possibility of a high car-sharing turn around. Any such agreements should be entered into between the Concessionaire and the private car park owner, at no additional costs to the Contracting Authority or the Government.
- (vi) In the event that a higher demand is experienced in a particular locality, the Concessionaire shall notify the Contracting Authority and the Contracting Authority shall consider, subject to availability, increasing the number of parking spaces in said locality.

5.5.3 Public Car Parks

- (i) Bidders shall also have the right to request other car-parking spaces, in public car parks or open spaces owned or operated by the Contracting Authority of the Government of Malta, provided that the request is justified and proved to be necessary.
- (ii) Public car parks fall either under the responsibility of the Contracting Authority or under the management of Local Authorities. In either case, the responsible authority shall, subject to availability, allocate the number of car parking spaces requested in public car parks and other open spaces (such as Park and Ride facilities) which may be organized at a national or local level, provided that the request is justified and proved to be necessary.

- (iii) The allocation of such spaces in a public car park can be limited (at least initially) as to test the uptake of the service. As demand increases, incremental additional allocations will be given if requested and if such request is justified and proved necessary, subject to availability.

5.6 **Financing**

- 5.6.1 Bidders are required to procure their own financing for the Project.
- 5.6.2 The bidders shall propose the concession fee to be paid to the Contracting Authority. A concession fee of a minimum of twenty-five thousand Euro (€25,000) per annum (the "**Concession Fee**") shall be payable by the Concessionaire to the Contracting Authority commencing from the 2nd year onwards. No Concession Fee shall be payable for the first year of the term of the Concession Agreement.
- 5.6.3 The Concession Fee proposed will be applicable to the initial fleet and parking slots granted to the Concessionaire. In the event that, upon demand from the Concessionaire, additional spaces are agreed to be provided by the Contracting Authority, the Contracting Authority and the Concessionaire shall negotiate an increase in the Concession Fee for the remaining period of the Term to reflect the increase in additional spaces provided.
- 5.6.4 The sole consideration for the Concessionaire shall be obtained from members of the Car Sharing Program and ancillary activities such as advertising on the website of the Concessionaire and on the car sharing vehicles. The Concessionaire shall bill members directly for their use of car sharing services, including any additional fees incurred by the said member.
- 5.6.5 Fees to the car-sharing users shall be charged at an all-inclusive payment rate (either linked to trip, distance or duration), which shall include all of the associated costs such as fuel and electricity, insurance, yearly road license costs, maintenance costs and associated repair costs, depreciation costs and parking costs. The costs are to be indicated on the website or any other marketing material intended to market the service. The costs charged are to be the same for all users at all times whether locals or tourists. Special packages may be offered according to the level of service and duration of time in which vehicles are used.

5.7 **Other Minimum Requirements**

- 5.7.1 Concessionaire must operate the Car Sharing Program on a 24-hour a day, 7-days a week, basis.
- 5.7.2 The Car Sharing Program must be based on a pre-booking web/app-based application already tested and in operation in other EU Member States. Members must be able to access vehicles through an on-line real-time booking system in the form of a software application, at any time of day, with automatic billing and direct debit.

- 5.7.3 The provision of the service must be automated, customer oriented and based on a self-service model, available on a 24/7 basis. Provided that the Concessionaire and the Contracting Authority shall agree on a reasonable downtime and unexpected maintenance to be included in the Concession Agreement.
- 5.7.4 The Concessionaire shall ensure that members can book cars online, by mobile app, or over the phone and the Concessionaire shall provide for keyless entry and remote access control, such as through mobile app or via an RFID card, or similar.
- 5.7.5 The Concessionaire must provide the vehicles at the locations forming part of the Car Sharing Program as determined by Contracting Authority, which vehicles must be easily accessible at all times.
- 5.7.6 The Concessionaire must set up a 24/7 remote monitoring system, customer care and back-office.
- 5.7.7 The Concessionaire shall cater for both a round-trip system as well as to allow one-way usage. In the case of one-way usage, the possibility of vehicle-drop off points shall be provided whereby the Concessionaire will have to recover the vehicle and return it to its assigned parking space.
- 5.7.8 The Concessionaire must not permit reservations based on exclusivity and / or long-term reservations, including overnight use. However, the Concessionaire may enter into agreements with customers where the latter can demand a long term use of the service and for which the Concessionaire might offer more favorable rates.
- 5.7.9 The Concessionaire must permit pre-booking of vehicles well in advance and is also encouraged to accept bookings in real time just minutes before the customer would need to avail him / herself of the service and providing that time slots are available.
- 5.7.10 Car-sharing vehicles are to be available for 100% of confirmed bookings.
- 5.7.11 The Concessionaire must develop a real-time online journey planning app including availability and locations of hubs and designated parking spaces.
- 5.8 **Project Management and Administration**
- 5.8.1 The Concessionaire shall appoint a project manager to be the key point of contact for Contracting Authority in relation to the Car Sharing Program.
- 5.8.2 The Project manager must attend all necessary meetings to implement, monitor and evaluate the Car Sharing Program in accordance with all contract specifications.

5.9 **Users**

5.9.1 The Car Sharing Program will have to be open to all those interested without any unfair discrimination, however the minimum age for drivers that would be eligible to become members of the program and sign a contract with the Concessionaire would be left to the discretion of the Concessionaire. Provided that the minimum age shall be between eighteen (18) and twenty-three (23) years of age. The Concessionaire may charge an additional premium depending on age.

5.9.2 Vetting of members to be accepted to enter into such a contract will be the responsibility of the Concessionaire. The Concessionaire shall ensure that all users are in possession of a valid driver's licence.

5.10 **Data Collection and Reporting**

5.10.1 The Concessionaire must maintain current, detailed data on Car Sharing Program members and vehicle usage. This data will be presented monthly to the Contracting Authority in a format and manner approved by the Contracting Authority.

5.10.2 The Concessionaire shall be required to provide monthly and quarterly performance reports to the Contracting Authority in a format and manner approved by the Contracting Authority. Monthly reports must be delivered no later than fifteen (15) days after the month's end, and quarterly reports must be delivered no later than twenty (20) days after the quarter's end.

5.10.3 The data that the Concessionaire is expected to collect and report data in relation to the Project shall be defined in the Concession Agreement.

5.11 **Marketing and Recruitment Activities**

5.11.1 The Concessionaire shall maintain a member database and provide current and prospective members access to its website which will provide all pertinent information relating to the Car Sharing Program.

5.11.2 The Concessionaire shall prepare all marketing materials and promote the use of car sharing.

5.12 **Technology**

5.12.1 Despite the varying technological solutions applied, the modus operandi of the technical solution proposed by each bidder must address the following:

- (i) Reservation by the user for a vehicle done online, through a smart phone or just by a telephone call. The following fields are usually asked for:

- the time-slot of when the vehicle is needed;
 - the duration of the slot;
 - pick up point;
 - the type of vehicle being requested.
- (ii) To secure availability, members shall be advised to make the reservation as early as possible. It is then the responsibility of the Concessionaire to make sure that the vehicle is available for pick up at the time requested.
- (iii) The Concessionaire shall implement a system which uses a small card reader affixed to the vehicle from the inside which is able to read the RFID card, or mobile application on the smart phone, or other similar technology, and through blink technology the time is activated and the car is unlocked (or similar).

5.13 **Timeline for Implementation of Project**

- 5.13.1 The Concessionaire shall be required to implement the Project within a maximum of eight (8) months from the date of execution of the Concession Agreement.
- 5.13.2 The Concessionaire shall be entitled to phase the implementation process provided that the Project is launched with at least fifty per cent (50%) of the Concessionaire's fleet within a maximum period of five (5) months from the date of execution of the Concession Agreement, with the remaining vehicles being added into the fleet over a period of three (3) months.

6. **PROJECT INFORMATION**

6.1 **Incentives**

6.1.1 Incentives to Concessionaire

The Contracting Authority shall allocate on-street public parking spaces for the exclusive use of users of the Car Sharing Program.

6.1.2 Incentives to the user:

Users of the Project shall be entitled to use priority lanes, as long as these are open to other vehicles other than bus public transport only.

6.1.3 Incentives of General Application

Users of the car-sharing service and the Concessionaire shall not be precluded from benefiting from any incentives of general application, in accordance with the relevant

scheme launched by the Government of Malta. No preferential treatment shall be afforded to such users or the Concessionaire in connection with the processing of the relevant application.

The Contracting Authority notes that no CVA for entrance into Valletta is payable for user of electric vehicles (irrespective of whether such vehicle is privately owned or not). This will also apply to users of the Car Sharing Program entering into Valletta with electric vehicles.

The Contracting Authority understands that the Government of Malta is considering launching schemes for the benefit of undertakings installing car charging stations. This shall be open on a first come first serve basis to applicants. In the event that the Concessionaire meets the eligibility criteria, the Concessionaire shall not be precluded from applying for such scheme.

6.2 **Operating License**

6.2.1 The Contracting Authority shall be granting the successful bidder a license to operate the Car Sharing Program together with the allocation of exclusive on-street public parking spaces.

6.2.2 If, after the expiry of at least two (2) years from the date on which the Project was launched by the Concessionaire, the need arises for an increase in the fleet of the Concessionaire, the Contracting Authority shall request the Concessionaire to increase its fleet accordingly. In the event that the Concessionaire refuses to increase its fleet, and unless the Concessionaire provides satisfactory evidence showing that it is not commercially feasible to increase its fleet, the Contracting Authority reserves the right to grant one or more operating licenses to accommodate the increase in demand.

6.2.3 The Contracting Authority shall have the right to, in its absolute discretion, should the demand for the Car Sharing Program increase and following discussions with all stake holders (including Local Councils), allocate additional on-street public parking spaces and / or public car park spaces and / or grant the Concessionaire the right to park in other non-allocated spaces upon being satisfied that such additional on-street spaces and / or public car park spaces are required.

6.2.4 The Contracting Authority reserves the right to at any time grant other private operators licences to operate a private car sharing program from one privately operated car park to one or more privately operated car parks. The Contracting Authority shall however not grant such operators the right to make use of on-street car parking spaces or public car parks in the provision of the private car sharing program.

7. COMPETITIVE PROCESS

7.1 Introduction

7.1.1 This section is intended to provide bidders with a detailed description of the requirements, the form and content of bids and of the timetable and other administrative arrangements for the Competitive Process.

7.1.2 In submitting a bid, the bidder accepts in full and in its entirety, the content of this RFP, including subsequent clarifications issued by the Contracting Authority, without reservation. Bidders are expected to examine carefully and comply with all instructions, forms, provisions and specifications contained in this RFP.

7.1.3 The Contracting Authority retains ownership of all bids received under this Competitive Process. Consequently, bidders have no right to have their bids returned to them.

7.2 Cancellation

7.2.1 The Contracting Authority retains the right to cancel this RFP and the Competitive Process where:

- (i) the Competitive Process has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
- (ii) the economic or technical parameters of the Project have been fundamentally altered;
- (iii) exceptional circumstances or force majeure render normal performance of the Project impossible;
- (iv) there have been irregularities in the Competitive Process, in particular where these have prevented fair competition.

7.2.2 By taking delivery of this RFP, recipients irrevocably acknowledge and accept that:

- (i) the Contracting Authority shall at any time be entitled to cancel this RFP and the Competitive Process at any stage thereof, for the reasons outlined in Section 7.2.1 above; and
- (ii) they shall not have the right to institute any claim of any nature whatsoever against the Contracting Authority for any loss or other pecuniary damage that they may suffer or otherwise incur as a result of the Contracting Authority's exercise of its right to cancel this RFP and the Competitive Process in terms of the foregoing provisions hereof.

7.3 Modifications to RFP

7.3.1 At any time prior to the deadline for submission of bids indicated in the Timetable (as may

be amended), the Contracting Authority reserves the right to affect changes to this RFP which will not alter the original overall scope of this Competitive Process. Any changes will be communicated in writing to all bidders who would have obtained a copy of this RFP.

- 7.3.2 Bidders hereby irrevocably acknowledge and agree that they shall not have the right to institute any claim of any nature whatsoever against the Contracting Authority for any loss or other pecuniary damage that the bidder may suffer or otherwise incur as a result of the Contracting Authority's exercise of its entitlement to modify this RFP in terms of the foregoing provisions hereof.

7.4 Evaluation Committee

- 7.4.1 The Contracting Authority, in terms of this RFP, is committed to provide a fair, transparent and objective selection process through the appointment of an *ad hoc* Evaluation Committee. The Evaluation Committee appointed by the Contracting Authority will be set up for the purpose of evaluating the bids received in response to this RFP and will be responsible for the technical and financial assessment of bids during this Competitive Process. The Evaluation Committee will make recommendations to the Contracting Authority with respect to the identification of the highest quality bids leading to the selection of the Preferred Bidder in accordance with the selection process outlined in this RFP. The Evaluation Committee may be assisted by experts in different fields as may be deemed necessary or desirable.

7.5 Timetable

- 7.5.1 The following table represents the proposed timetable for the Competitive Process (the "**Timetable**"):

| | | |
|--|------------|----------|
| Date of publication of RFP | 14.10.2016 | 10.00 am |
| Clarification Meeting | 01.11.2016 | 10.00 am |
| Deadline for request for any additional information from the Contracting Authority pursuant to clarifications | 21.11.2016 | 10.00 am |
| Last date on which replies in relation to requests for additional information by bidders are issued by the Contracting Authority | 28.11.2016 | 10.00 am |
| Deadline for submission of bids / bid Opening Session | 05.12.2016 | 10.00 am |

- 7.5.2 The Contracting Authority may, in its absolute discretion, extend the dates in the Timetable, subject to notification to all bidders.

7.6 Clarifications

- 7.6.1 A clarification meeting shall be held at Transport Malta, Malta Transport Centre, Xatt I-Ghassara tal-Gheneb, Marsa MRS 1917, Malta during which bidders shall have the right to request clarifications in relation to the Project shall be held on the date set out in the Timetable.
- 7.6.2 Any prospective bidder in possession of this RFP may submit clarification requests in connection with this RFP, exclusively in writing, to be addressed to the Contracting Authority via e-mail to tenders.tm@transport.gov.mt by not later than the date provided for such purpose in the Timetable.
- 7.6.3 Prospective bidders shall only contact the Contracting Authority in writing for the purpose of requesting information and clarification or for any other purpose relating to this RFP.
- 7.6.4 All clarification requests received by the Contracting Authority will be acknowledged, in writing, and questions and responses thereto, will be submitted in writing and circulated to all prospective bidders and published on the website of the Contracting Authority (<http://www.transport.gov.mt>) by the date specified in the Timetable. The Contracting Authority shall endeavour to answer all the questions submitted.
- 7.6.5 Clarification notes will constitute an integral part of this RFP and it is the responsibility of prospective bidders to ensure that e-mails are reviewed regularly and to be aware of the latest information circulated by e-mail and / or published on the website of the Contracting Authority prior to submitting their bid.

7.7 Eligibility

- 7.7.1 Participation in this competitive process is open on equal terms to all natural and legal persons of the Member States of the European Union and any other country.
- 7.7.2 Bids submitted by companies forming a joint venture / consortium must also fulfil the following requirements:
- (i) One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by duly authorised signatories representing all the individual partners. The bid must include a memorandum of understanding providing that all partners assume joint and several liability for the execution of the Concession Agreement, that the lead partner is authorised to bind and receive instructions for and on behalf of all partners, individually and collectively.
 - (ii) All partners in the joint venture / consortium are bound to remain in the joint venture / consortium until the conclusion of the contracting procedure, unless otherwise agreed by the Contracting Authority. The consortium / joint venture winning the award of the Project must include the same partners for the whole performance period of the Concession Agreement other than as may be permitted or

required by law or the Concession Agreement, or with the written consent of the Contracting Authority.

7.8 Selection Criteria

7.8.1 In order for a bidder to be deemed to have the necessary economic and financial standing the bidder must provide evidence that it has a minimum credit facility for the duration of the Concession of a minimum of five hundred thousand (€500,000). The bidder must submit a statement by a recognised bank certifying such credit facility. In the case of a consortium / joint venture the aforementioned statement must cover all members / companies forming the consortium / joint venture.

7.8.2 A bidder may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect. Under the same conditions, a group of economic operators as referred to in Regulation 32 of the Regulations may rely on the capabilities of participants in the group or of other entities.

7.9 Exclusion Criteria

7.9.1 Any bidder shall be excluded from participating in this Competitive Process where the bidder:

- (i) is bankrupt or is being wound up, or whose affairs are being administered by the court, who has entered into an arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- (ii) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
- (iii) has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- (iv) has been declared guilty of grave professional misconduct proven by any means which the Contracting Authority can demonstrate;
- (v) has not fulfilled obligations relating to the payment of social security contributions or any other taxes in accordance with the laws of Malta or the country in which the tenderer is established;
- (vi) is guilty of serious misrepresentation in supplying the information required under this RFP or has not supplied such information;
- (vii) has been in the past, or is at the time of submission of the tender or during the RFP stage, blacklisted by the Government or any state government or central government from participating in projects.

7.9.2 Bidders who have been guilty of making false declarations will also incur financial penalties

representing ten per cent (10%) of the total value of the Project being awarded.

7.10 **Multiple bids**

7.10.1 A bidder may submit multiple options, clearly marking each option as a separate option.

7.10.2 A person may not bid for the Project both individually and as a partner in a joint venture / consortium.

7.10.3 A person may not bid for the Project both individually / partner in a joint venture / consortium, and at the same time be nominated as a sub-contractor by any another bidder, or joint venture / consortium.

7.10.4 A person may be nominated as a sub-contractor for any number of bidders, and joint ventures / consortia, provided that he does not participate individually or as part of a joint venture / consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

7.11 **Lots**

This RFP is not divided into lots, and bidders must therefore bid for the whole Project.

7.12 **Bid Expenses**

7.12.1 Bidders will bear all costs and expenses associated with the preparation and submission of their bids.

7.12.2 The Contracting Authority will in no case be responsible or liable for such costs or expenses incurred by bidders, whatever the conduct or outcome of the competitive procedure, including cancellation.

8. BID PREPARATION AND SUBMISSION

8.1 **Language of bids**

8.1.1 The bids and all correspondence and documents related to the bids, as may be exchanged by the bidder and the Contracting Authority must be written in English.

8.1.2 Supporting documents and printed literature furnished by a bidder may be in another language, provided that they are accompanied by an accurate translation into English. For the purposes of interpretation of the bids, the English language will prevail.

8.2 **Bid Bond**

- 8.2.1 The Bid Bond is set at five thousand Euro (€5,000) and must be an original and valid guarantee presented in the form specified in Appendix 6. The Bid Bond must be issued by a local Maltese Bank or a financial institution licensed by a recognized financial regulator in the country where the bidder is located with a long-term credit rating no worse than bbb+ (as determined by Fitch Rating Inc.), or equivalent, and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid up to and including the date falling six months from the deadline for submission indicated in the Time Table. The Bid Bond must be drawn up in the name of the Contracting Authority.
- 8.2.2 The Bid Bond is intended as a pledge that the bidder will not retract his bid up to the expiry date of the Bid Bond and, if successful, that he will enter into the Concession Agreement with the Contracting Authority on the terms and conditions stated in this RFP.
- 8.2.3 The Bid Bond shall be forfeited if the bidder withdraws his bid before the above-mentioned validity date or if the bidder fails to extend the validity of its bid by a period of sixty (60) days if it is nominated as the Preferred Bidder, or if the bidder fails to execute the Concession Agreement agreed to during the Negotiation Period and / or provide the Performance Guarantee.
- 8.2.4 Bids that are not accompanied with the mandatory Bid Bond by the deadline for submissions of bids indicated in the Timetable will be automatically disqualified.
- 8.2.5 Bidders will be requested to clarify / rectify, within five (5) working days from notification, the Bid Bond submitted, only in the following two (2) circumstances: either incorrect validity date, and / or incorrect value. Such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative penalty of fifty Euro (€50). Failure to comply shall result in the bid offer not being considered any further.

8.3 **Variant Solutions**

- 8.3.1 No variant solutions will be accepted. Bidders must submit a bid in accordance with the requirements of this RFP.

8.4 **Presentation and Signing of Bids**

- 8.4.1 All bids must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". A soft copy in searchable format of the entire bid shall also be provided.
- 8.4.2 It is the responsibility of the bidders to ensure that both the original and the copy are an identical representation of one another.

- 8.4.3 The bidder's original and copy must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to its submission have been made must be initialled by the person or persons signing the bid. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 8.4.4 The bid must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the bidder. In the latter case, corrections must be initialled by the person signing the bidder.
- 8.4.5 A bid will be rejected if it contains any alteration, amendment, addition or deletion to the terms of the RFP not specified in a clarification note issued by the Contracting Authority or permitted in terms of this RFP.

8.5 **Sealing and Marking of Bids**

- 8.5.1 Bids must be submitted in English and deposited in the Contracting Authority's bid box before the deadline specified in the Timetable. They must be submitted either by recorded delivery (official postal/courier service) or hand delivered at the following address:

Transport Malta
Malta Transport Centre
Reception - Level 0
Xatt I-Ghassara tal-Gheneb
Marsa MRS 1917
Malta

- 8.5.2 All bid submissions must bear only:
- (i) the above address;
 - (ii) the reference of this RFP;
 - (iii) the name of the bidder.
- 8.5.3 Bids submitted by any other means will not be considered.
- 8.5.4 Bidders must ensure that the original and the copy of their bids are separately sealed and placed in another sealed envelope / package so that the bid can be identified as one bid submission. Following the opening session, the copy shall be kept, unopened, at the Contracting Authority for verification purposes only should the need arise.
- 8.5.5 If the outer envelope is not sealed and marked as required, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the bid.

8.6 **Extension of Deadline for Submission of Bids**

8.6.1 The Contracting Authority may, in its absolute discretion, extend any deadline in the Timetable, including the deadline for submission of bids, by issuing a clarification note. In such cases, all rights and obligations of the Contracting Authority and the bidders regarding the original date specified in the Timetable will be subject to the new date.

8.7 **Late Bids**

8.7.1 No liability can be accepted for late delivery of bids. Late bids will be rejected and will not be evaluated.

8.7.2 All bids received after the deadline for submission specified in the Timetable will be kept by the Contracting Authority. The associated Bid Bonds will be returned to the bidders.

8.8 **Alterations and Withdrawal of bids**

8.8.1 Bidders may alter or withdraw their bids by written notification prior to the deadline for submission. No bid may be altered after the deadline for submission.

8.8.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Section 8.5 above, and the envelope must also be marked with "alteration" or "withdrawal".

8.8.3 The withdrawal of a bid in the period between the deadline for submission and the date of expiry of the validity of the bid will result in forfeiture of the Bid Bond.

8.9 **Currencies of Bid and Payments**

8.9.1 The currency of each bid is the Euro (€). All sums in the breakdown of the overall price and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

8.9.2 All correspondence relating to payments, including invoices and interim and final statements must be submitted as shall be outlined in the Concession Agreement.

8.10 **Period of Validity of bids**

8.10.1 Bids must remain valid for a period of six (6) months after the deadline for submission of bids indicated in the Timetable. Any bidder who quotes a shorter validity period will be rejected.

8.10.2 The Contracting Authority may request that bidders extend the validity of bids and the Bid Bond. Such requests and the responses to them must be made in writing. A bidder may

refuse to comply with such a request without forfeiting his Bid Bond. However his bid will no longer be considered for award. If the bidder decides to accede to the extension, he may not modify his bid.

8.10.3 The Preferred Bidder must maintain his bid until signature of the Concession Agreement.

8.11 **Format of Bids**

8.11.1 All bids submitted in terms of this RFP must be specific and must include all the information requested in this RFP. Bidders are urged to examine this RFP in its entirety and to ensure that their bid contains all the necessary information, provide all required documentation and are complete in all respects, since evaluation of bids will be based on the actual material presented and not on the basis of what is or may be implied.

8.11.2 In order to facilitate the evaluation process, bidders are requested to follow the sequence of information requirements as outlined in the ensuing paragraphs of this sub-section. Bidders are reminded that failure to include the required information may result in a rejection of the bid.

8.12 **Bid Response Structure**

8.12.1 The bid is to be submitted using the following response structure:

- A Bid Submission Form as per format outlined in Appendix 1
- A Declaration of Offer outlined in Appendix 2
- A detailed Technical Offer, which shall include, without limitation: (i) a description of the profile of the Project, which shall as a minimum address the requirements of Section 5 of this RFP; (ii) a Business Plan that addresses the requirements outlined in Section 8.14 of this RFP; and (iii) a Technical Offer Form outlined in Appendix 3
- A Financial Offer Form outlined in Appendix 4
- All the information requested in terms of this RFP, including without limitation the information referred to in Appendix 5¹
- A Bid Bond in accordance with Appendix 6

8.12.2 Each of the above requirements to be prepared by the bidder as part of his bid is explained in more detail in the sections that follow.

8.13 **The Bid Submission Form**

8.13.1 Bidders must complete the Bid Submission Form outlined in Appendix 1 to this RFP in full setting out all the details necessary for the Evaluation Committee to understand how the bidder is composed and structured for the purpose of implementing the requirements of

¹ Appendix 5 is solely intended to assist bidders in compiling their bids and does not attempt to provide a comprehensive list of documentation required.

the Concession.

8.13.2 Bidders must indicate in the Bid Submission Form whether they are submitting a bid as a single entity or in the form of a Consortium and provide the details required therein.

8.14 **Business Plan**

8.14.1 Bidders must prepare a business plan in accordance with this section.

8.14.2 The purpose of the business plan is to enable the Evaluation Committee to assess the bidder against this RFP.

8.14.3 The relevant sections to be completed are explained and outlined below:

Business Concept Overview

- The overall vision, mission and strategic objectives of the bidder for the Project;
- The initial capital investment to be carried out and subsequent investments required during the Term;
- The proportion of capital investment expected to be financed by equity and by lenders' debt / hire purchase, if any;
- Indication of timelines required to implement the Project.

Market Overview

- Expectations on growth patterns in use of car sharing during the Term;
- Projected revenues to be generated by the bidder from the Project.

Operations Plan

- A review on the operating activities to be carried out in-house and how such activities will be executed by the bidder;
- Provisions for preventive and on-going maintenance to be carried out for the purpose of ensuring that vehicles, infrastructure and equipment are maintained in good working order in line with best industry practices;
- Measures addressing issues of health, safety and the environment.

A Human Resources Plan

Bidders are to provide a detailed organization chart of the entity which will undertake the Project which shall clearly, *inter alia*:

- The expected manpower and whether such employees are expected to be recruited locally or largely from the overseas market;
- A brief description of profile of employees to be deployed for Project.

Marketing strategy

Bidders are required to demonstrate to the Contracting Authority how the proposed Project will be marketed and advertised. Bidders are therefore required to submit a

marketing strategy and plan aimed at encouraging all potential stakeholders. The information shall include:

- A broad description of the overall marketing strategy, inter alia, dealing with customer target markets, branding and communications strategy;
- The theme planned to be used in advertising and promotion; and
- Plans for advertising, promotion and public relations.

8.14.4 Key Suppliers and Sub-contractors

In terms of this sub-section, bidders shall provide details with respect to key suppliers and sub-contractors intended to supply goods and services in connection with undertaking the Project, if any.

8.14.5 Implementation plan

Bidders are required to submit a complete and credible plan highlighting all activities leading to the setting up and launching of the Project, consistent with the proposals made in their submissions.

8.14.6 Feasibility Financial Projections compiled in conformity with International Financial Reporting Standards throughout the term of the Project showing:

- A Projected Income Statement showing the various revenue streams expected to be generated by each market segment;
- A Discounted Cash flow Analysis clearly indicating the Net Present Value (NPV), the Payback Period and the Internal Rate of Return being generated by the Project.

8.15 **The Financial Offer**

8.15.1 Bidders must submit a financial offer in relation to the Concession Fee to be paid to the Contracting Authority as from the second (2nd) year of the Term. The Concession Fee for any given year shall not be less than twenty-five thousand Euro (€25,000).

8.15.2 The Financial Offer shall carry a weighting of ten per cent (10%).

8.15.3 The bidder with the highest total Concession Fee will get the full marks. The total score of the financial offer provided by the other bidders will be calculated on the basis of the following formula:

$$\text{Financial score} = \frac{\text{financial offer of the tender being considered}}{\text{highest financial offer}} \times 10$$

9. OPENING OF BIDS, SECRECY OF COMPETITIVE PROCESS

9.1 Opening of Bids

- 9.1.1 Bids will be opened in public session on the date and time indicated in the Timetable, or any later date indicated by notice to bidders, at the Contracting Authority.
- 9.1.2 A 'Summary of bids Received' will be drawn up and published on the Contracting Authority's notice board.

9.2 Secrecy of the Competitive Process

- 9.2.1 After the opening of the bids, no information about the examination, clarification, evaluation or comparison of bids or decisions about the Project award may be disclosed before the notification of award.
- 9.2.2 Information concerning checking, explanation, opinions and comparison of bids and recommendations concerning the award of the Project, may not be disclosed to bidders or any other person not officially involved in the process unless otherwise permitted or required by law.
- 9.2.3 Any attempt by a bidder to approach any member of the Evaluation Committee and / or the Contracting Authority directly during the Competitive Process, including during the evaluation period, will be considered legitimate grounds for disqualifying his bid unless in writing in accordance with this RFP.

10. SELECTION AND EVALUATION PROCESS

10.1 Introduction

- 10.1.1 The selection and evaluation process provides for a fair, transparent and objection selection process. The Evaluation Committee shall evaluate each bid in accordance with this Section 10.
- 10.1.2 Each bid shall be assessed individually, as well as comparatively with the other bids, taking into account the criteria listed in this RFP. The Evaluation Committee may use objective quantitative and other techniques in comparing the bids received, as may assist the Evaluation Committee in making its determinations.
- 10.1.3 The Contracting Authority reserves the right to, at any stage of the selection and evaluation process, request clarifications and / or rectifications in respect of any incorrect and / or incomplete documentation, and / or submit any missing documents. Provided that bidders shall not be permitted to make any material alterations to their bid. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a

non-refundable administrative penalty of fifty Euro (€50): failure to comply shall result in the bid offer not being considered any further.

10.2 Evaluation

10.2.1 The Evaluation Committee will first check the compliance of bids with the instructions given in this RFP, from an administrative perspective, including:

- (i) Submission of bid before deadline provided in Timetable (as may have been amended from time to time);
- (ii) Compliance with Sections 7.7 (Eligibility), Section 7.8 (Selection Criteria), 7.9 (Exclusion Criteria) and 7.10 (Multiple Bids); and
- (iii) Submission of Bid Bond in accordance with this RFP.

10.2.2 The Evaluation Committee will then evaluate the bids of the bidders which submitted bids in compliance with Section 10.2.1, including without limitation whether the bids comply with the Project Minimum Requirements set out in Section 5.

10.2.3 In order to be considered eligible for the award of the Project, a bid must meet or exceed the minimum qualification criteria set out in Section 5. Bids which are deemed to be technically compliant through the evaluation of their technical offer (including in particular with the Project Minimum Requirements set out in Section 5) shall be evaluated in accordance with the Award Criteria.

10.2.4 Bids which do not meet the Project Minimum Requirements set out in Section 5 shall be disqualified.

10.3 Award Criteria

10.3.1 At this stage of the evaluation process, those bids which qualified during evaluation stage will be evaluated and scored in accordance with the criteria set out hereunder to determine the most economically advantageous bid (the “**Most Economically Advantageous Bid**”). No other award criteria will be used.

10.3.2 The bids shall be ranked in accordance with the number of points scored, with the bid scoring the highest points being recommended for award.

10.3.3 The Most Economically Advantageous Bid (MEAB) is established by weighing technical offer and financial offer on an 90:10 basis as set out hereunder.

10.3.4 Technical Score

This section shall score the bidders on the basis of the strengths of the bidder’s technical offer, which exceed the minimum criteria established in Section 5. Marks will be awarded as follows:

| No. | Criterion | Maximum Marks |
|--------------|---|---------------|
| 1 | Robustness and quality of the technical proposal, including a degree of understanding of RFP and the ability of the bidder to undertake the required tasks, which shall include evaluation of Business Plan. | 22 |
| | <i>Marks will be allocated as follows:</i> | |
| | <i>(a) Degree of understanding of RFP and ability of bidder to undertake the Project (operation and methodology)</i> | 12 |
| | <i>(b) Robustness and quality of Business Plan</i> | 5 |
| | <i>(c) Educational and marketing campaign</i> | 5 |
| 2 | Technical expertise of personnel to be deployed for execution of Project. | 5 |
| 3 | Number of vehicles in fleet to be deployed in Car Sharing Program in excess of eighty (80) cars | 17 |
| 4 | Number of plug-in electric vehicles in excess of the of forty (40) | 17 |
| 5 | Number of on-street car charging stations | 11 |
| 6 | Average weighted cost in Euro (€) per trip | 28 |
| Total | Total maximum marks for Technical Criteria | 100 |

Important Notes:

Criteria 3, 4 and 5 Scoring

In awarding points for each of the criteria in 3, 4 and 5 above, the bidder which offers the highest number of vehicles in excess of eighty (80), the highest number of plug-in electric vehicles in excess of forty (40) and the highest number of on-street car charging stations, respectively, shall obtain full marks. The scores of the other bidders shall be calculated on a pro rata basis as follows:

$$\text{Score} = \frac{\text{offer of the tender being considered}}{\text{best offer}} \times \text{marks in table above}$$

Example: If, in respect of criterion 3, Bidder A offered one hundred twenty (120) and Bidder B offered one hundred (100) vehicles, Bidder A would get 17 (full) marks for offering forty (40) cars in excess of minimum. Bidder B would get 8.5 marks for offering twenty (20) cars in excess of minimum.

Example: If out of the fleet proposed by Bidder A, only fifty (50) are plug-in electric, whilst sixty (60) cars offered by Bidder B are plug-in electric, Bidder B will get 17 (full) marks for

criterion 4 (20 plug-in electric cars over and above the minimum of 40) whilst Bidder A will get 8.5 marks for criterion 4 (10 plug-in electric cars over and above the minimum of 40).

Criteria 6 (Average Weighted Cost) Scoring

The bidder which offers the lowest average weighted cost in Euro (€) per trip shall obtain full marks. The scores of the other bidders shall be calculated on a pro rata basis as follows:

$$\text{Score} = \frac{\text{lowest average weighted cost}}{\text{average weighted cost of the bid being considered}} \times 28$$

In order to arrive at the average weighted cost in Euro (€) per trip to be charged to the user, based on the tariff proposed by the relevant bidder, the bidder shall make the following assumptions:

- (a) An average trip shall be deemed to be equal to 5.5km;
- (b) An average journey time of two (2) minutes per kilometre (2 min/km);
- (c) An average use per month for each user of three trips (i.e. 16.5km or 33 minutes).

Example: Bidder A offers a rate of €0.30 / min and no membership fee. Bidder B offers a rate of €0.5/km and a €5 membership fee. Using the base assumptions set out above, the average weighted cost per trip in Euro shall be:

- (a) Bidder A = €3.3 ([2 x 5.5] x 0.3)
- (b) Bidder B = €4.42 ([€0.5 x 5.5] + [5/3]).

Any other cost elements and permutations (such as a minimum initial cost) proposed by bidders shall be compared objectively using the above-mentioned assumptions, where possible, and data in the Contracting Authority’s possession.

In order to assist bidders in preparing their bids, the following table showing data relating to the year 2016 collected by the Contracting Authority is being provided.

| Typical Weekday | |
|--|---|
| Time Period | Average Journey Time per km (min / km) |
| AM (0730 - 0830) | 2.67 |
| PM (16.30 - 17.30) | 2.41 |
| Off-Peak (05.30 - 07.30; 08.30 - 16.30; 17.30 - 21.30) | 2.00 |
| Night (21.30 - 05.30) | 1.29 |

10.3.5 Financial Offer

The bidder with the highest total Concession Fee will get the full marks. All other bidders will be assigned marks on the basis of the following formula:

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

10.3.6 Most Economically Advantageous Bid (MEAB)

Technical Score

The bid which scores the highest aggregate number of points in the technical criteria set out in 10.3.4 above is awarded 100 points. The other bidders receive points calculated using the following formula:

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

Financial Score

The financial score shall be calculated in accordance with Section 10.3.5 above.

Most Economically Advantageous Bid (MEAB)

The Most Economically Advantageous Bid (MEAB) is established by weighing technical quality against price on a 90/10 basis respectively. This is done by multiplying:

- the technical scores awarded to the offers by 0.90
- the financial scores awarded to the offers by 0.10

The total score of each bidder will be calculated using the following formula:

$$\text{Total Score} = (\text{TS} \times 0.9) + (\text{FS} \times 0.10)$$

Where:

TS means the total technical score awarded to the bidder.

FS means the financial score awarded to the bidder.

10.4 Correction of Arithmetical Errors

10.4.1 Admissible bids will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

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

10.4.2 The amount stated in the bid will be adjusted by the Evaluation Committee in the event of error, and the bidder will be bound by that adjusted amount (unless proved to be incorrect by the bidder). If the bidder does not accept the adjustment (unless such adjustment is proved to be incorrect by the bidder), his bid will be rejected and his Bid Bond forfeited.

10.4.3 When analysing the bid, the Evaluation Committee will determine the final bid price after adjusting it on the basis of Section 10.4.1.

10.5 **Notification of Award**

10.5.1 Prior to the expiration of the period of validity of bids, the Contracting Authority will notify the Preferred Bidder, in writing, that his bid has been recommended for award by the Evaluation Committee, pending any complaint being lodged in terms of Section 13.

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

- (i) the name of the Preferred Bidder;
- (ii) the score obtained by the unsuccessful bidder, and the score of the Preferred Bidder;
- (iii) the deadline for filing a notice of complaint; and
- (iv) the deposit required for lodging a complaint.

11. **BID CLARIFICATIONS, NEGOTIATIONS, CONCESSION AGREEMENT AND PERFORMANCE GUARANTEE**

11.1 **Clarifications and Negotiations**

11.1.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the Preferred Bidder may be invited to clarify certain contractual questions raised therein (if any). Such clarification shall not materially alter the Preferred Bidder's bid.

11.1.2 The Preferred Bidder shall be requested to, before entering into negotiations, provide documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in the Declaration of Offer. The above mentioned documents must be submitted by every member of a joint venture / consortium (if applicable).

11.1.3 The Preferred Bidder and the Contracting Authority shall enter into negotiations with a view to finalizing the Concession Agreement within a maximum period of thirty (30) days, or such other period as may be agreed by the Contracting Authority (the "**Negotiation Period**").

11.1.4 The full co-operation of the Preferred Bidder is expected at all times during such discussion and negotiation period so as to conclude the process as expeditiously as possible.

11.1.5 In the event that the parties fail to reach an agreement on the Concession Agreement within the Negotiation Period, or the Preferred Bidder fails to execute the Concession Agreement and provide the Performance Guarantee in accordance with Sections 11.2 and 11.3 below, the Contracting Authority reserves the right to enter into negotiations with the bidder whose bid has been evaluated as second most economically advantageous. This process may be repeated in accordance with the ranking of bids until negotiations are successful with a bidder and the bidder executes the Concession Agreement and provides the Performance Guarantee in accordance with Sections 11.2 and 11.3 below.

11.1.6 The subject-matter of the Concession, the award criteria (and submissions in relation thereto) and the minimum requirements shall not be changed during the course of the negotiations.

11.2 **Contract Signing**

11.2.1 The successful bidder shall, within fifteen (15) calendar days of receipt of the final Concession Agreement as negotiated during the Negotiation Period, sign and date the Concession Agreement and return it together with an original of the Performance Guarantee.

11.2.2 If the successful bidder fails to sign and return the Concession Agreement, other required documentation, and the Performance Guarantee within the prescribed fifteen (15) calendar days, the Contracting Authority may consider the bid as withdrawn and to cancel the award, without prejudice to the Contracting Authority's right to seize the Bid Bond, claim compensation or pursue any other remedy in respect of such failure, and the Preferred Bidder will have no claim whatsoever against the Contracting Authority.

11.2.3 Only the signed Concession Agreement will constitute an official commitment on the part of the Contracting Authority, and the Project may not commence until the Concession Agreement has been signed by the Contracting Authority and the successful bidder.

11.2.4 Bid Bonds provided by bidders who have not been selected shall be released within five (5) calendar days from the signing of the Concession Agreement. The Bid Bond of the successful bidder shall be released on the signing of the Concession Agreement, and on submission of a valid Performance Guarantee.

11.3 **Performance Guarantee**

11.3.1 The Concessionaire shall be obliged to deliver a performance guarantee (the "**Performance Guarantee**") to the Contracting Authority, simultaneously with the signature of the Concession Agreement.

11.3.2 The Performance Guarantee must be issued by a local Maltese Bank or a Financial

Institution licensed by a recognized Financial Regulator in the country where the company is located, with a long-term credit rating no worse than bbb+ (as determined by Fitch Rating Inc.), or equivalent, and who assumes responsibility for claims and payments to the amount as stated above. The Performance Guarantee must be drawn up in the name of the Contracting Authority.

- 11.3.3 The Performance Guarantee is set at two hundred thousand Euro (€200,000) and must be presented in the form specified in Appendix 7. Provided that the Concessionaire shall be entitled to request that the amount of the Performance Guarantee is reduced to fifty thousand Euro (€50,000) upon providing evidence that the minimum initial investments proposed by the Concessionaire in its bid (including without limitation the investments in the fleet and the charging stations) have been completed.
- 11.3.4 The Performance Guarantee shall be released within thirty (30) days of expiry of the duration of the Concession Agreement.

12. MISCELLANEOUS

12.1 No Canvassing and No Collusion

- 12.1.1 Any bidder who directly canvasses any member or official of the Contracting Authority in connection with the Project shall be disqualified.
- 12.1.2 Bidders are prohibited from:
- (i) discussing with each other any aspect of their response to this RFP or otherwise exchanging information about the Project without the written consent of the Contracting Authority; and
 - (ii) colluding in respect of the Project. Any Bidder who breaches this prohibition shall be disqualified.

12.2 Ethics Clauses

- 12.2.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of his candidacy or bid and may result in administrative penalties.
- 12.2.2 When putting forward a bid, the bidder must declare that he is affected by no potential conflict of interest, and that he has no particular link with other bidders or parties involved in the Project. Should such a situation arise at any time during the Competitive Process, including the selection and evaluation process or during subsequent negotiations, the bidder must immediately notify the Contracting Authority. The Contracting Authority reserves the right to, in the circumstances, proceed on the matter as it may determine in its absolute discretion.

- 12.2.3 For the duration of the Concession Agreement, the Concessionaire and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 12.2.4 The Concessionaire may accept no payment connected with the Concession Agreement other than that provided for therein. The Concessionaire and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 12.2.5 The Concession Agreement governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the Concession Agreement.
- 12.2.6 The bid(s) concerned will be rejected or the Concession Agreement terminated if it emerges that the award of the Project or execution of the Concession Agreement has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the Concession Agreement or not stemming from a properly concluded contract referring to the Concession Agreement, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

12.3 **Data Protection and Freedom of Information**

- 12.3.1 Any personal data submitted in the framework of the procurement procedure and / or subsequently included in the Concession Agreement shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and / or subsequent Concession Agreement by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 12.3.2 The provisions of this RFP and the Concession Agreement are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this Project or the Concession Agreement which have not yet been made public, shall consult the Concessionaire in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

12.4 **Gender Equality**

- 12.4.1 In carrying out its obligations in pursuance of the Concession Agreement, the bidder shall

ensure the application of the principle of gender equality and shall thus inter alia refrain from discriminating on the grounds of gender, marital status or family responsibilities. Bidders are to ensure that these principles are manifest in the organogram of the Concessionaire 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 RFP words importing one gender shall also include the other gender.

13. GOVERNING LAW AND APPEALS PROCESS

- 13.1 This RFP and the Competitive Process shall be governed by the laws of Malta and, specifically, Part XIII and Part XIV of the Regulations save as may have been amended by this Section 13.
- 13.2 This Competitive Process falls outside the scope of the mandatory application of the provisions of the Regulations. In terms of Regulation 17(2) of the Regulations, the Contracting Authority is entitled to refer certain matters relating to this RFP to the Public Contracts Review Board.
- 13.3 In terms of Regulation 17(2)(c), the Contracting Authority hereby submits the rejection or award of any tender submitted in reply to this RFP to the jurisdiction of the Public Contracts Review Board, in accordance with the appeals procedure set out hereunder.
- 13.4 Any terms in this Clause 13 not defined in this RFP shall have the meaning assigned to them in the Regulations.
- 13.5 Any rejection or award of any tender submitted in reply to this RFP shall be notified to the bidder or bidders (as applicable) by fax or other electronic means. The communication to each bidder of the rejection or proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender, and by a precise statement of the exact standstill period.
- 13.6 Any bidder who feels aggrieved either by a decision of the Contracting Authority to reject or award any tender submitted in reply to this RFP may, within fifteen (15) calendar days following the date on which the Contracting Authority has by fax or other electronic means notified its proposed decision, file a reasoned letter of objection (the "**Objection**") with the Contracting Authority.
- 13.7 The Objection shall, on pain of nullity:
- (a) be filed with the Contracting Authority prior to the expiry of the period indicated in the notice referred to in Section 13.5; and
 - (b) be accompanied by a deposit in the amount equivalent to seven thousand five hundred Euros (€7,500); and
 - (c) set out in detail the grounds for the Objection and include all supporting documentation.

- 13.8 Any Objection which does not meet all the requirements of Section 13.7 above shall be rejected without any decision on the merits.
- 13.9 The Contracting Authority shall be precluded from proceeding with the adjudication process and, or with the award of the Project, during the period of fifteen (15) calendar days allowed for the submission of Objections, and, if an Objection in accordance with Section 13.7 is eventually submitted, until the Public Contracts Review Board has issued a final decision in relation to any Objection.
- 13.10 The procedure to be followed in submitting and determining Objections shall be the following:
- (a) Any bidder who feels aggrieved by the decision of the Contracting Authority must file an Objection within fifteen (15) calendar days following the date on which the Contracting Authority has notified its proposed decision;
 - (b) The Objection duly filed in accordance with this Section 13 shall be made public together with all supporting documentation and circulated to the recommended bidder, if any, by not later than the next working day following its filing;
 - (c) The recommended bidder, in the case of a proposed award, shall have the right to file a reasoned letter of reply (the "**Reasoned Reply**"), together with all supporting documentation, to any Objection filed within fifteen (15) calendar days from being notified with a copy of the Objection. The Reasoned Reply shall be made public and circulated to the bidder(s) which filed an Objection on the next working day following its filing;
 - (d) The Contracting Authority shall, within fifteen (15) Calendar Days from the date of filing of the Objection, file its reasoned reply to the Objection (the "**Contracting Authority Reply**");
 - (e) A copy of the Objection, the Reasoned Reply and the Contracting Authority Reply shall be delivered, within one (1) working day from receipt thereof, to the bidders filing an Objection, the recommended bidder and the Public Contracts Review Board.
- 13.11 The provisions of Part XIII and Part XIV of the Regulations which have not been amended by this Section 13 shall apply *mutatis mutandis* to any objection in terms of this Section 13.

14. GENERAL TERMS AND CONDITIONS

14.1 Disclosure of Information

- 14.1.1 Prospective bidders should be aware that the Contracting Authority may deem it necessary

to present or disclose any information and documents, including, without limitation, bids, financial offers, bidders' questionnaires, correspondence and reports in connection with the Competitive Process to the House of Representatives (Parliament) or any of its committees, the Government, a court or arbitration tribunal in the course of legal proceedings, or to any other body which is statutorily privileged, entitled or authorised to have access to such information and documents. By submitting a bid, bidders shall be deemed to give authority to the Contracting Authority to make any such disclosures as aforesaid without the need of informing or pre-advising said bidder.

14.1.2 Bidders shall refrain from making public statements of any kind or extent about this Competitive Process without the Contracting Authority's prior express approval in writing.

14.1.3 Without prejudice to the foregoing, by collecting a copy of this RFP acknowledge and agree that:

(i) Prospective bidders will not distribute or reproduce the document in whole or in part other than as required by bidders, their advisers and consortium members, and that these parties will use this document solely for the purposes of evaluating their interest in the Concession and subject to such parties being bound by corresponding confidentiality obligations; and

(ii) Any proposed actions by the prospective bidders which are not consistent, in any manner, with this paragraph will require the prior written consent of the Contracting Authority.

14.2 **False and Misleading Information**

14.2.1 The Contracting Authority reserves the right to reject any bid of a bidder and disqualify such bidder in the event that the bid contains false or misleading information.

14.2.2 In the event that it transpires that false information has been provided by a bidder that has been selected as the Preferred Bidder, the Contracting Authority reserves the right to regard this as sufficient grounds for immediate disqualification of said bidder and for the termination of the Concession.

APPENDIX 1: BID SUBMISSION FORM

To: Transport Malta

I/We, the undersigned, hereby submit my/our bid for the **CONCESSION CONTRACT FOR THE OPERATION OF A CAR-SHARING PROGRAM THROUGHOUT THE MALTESE ISLANDS**.

A. Type of Bid (Tick as Appropriate)

| | |
|-------------------|--------------------------|
| Individual | <input type="checkbox"/> |
| Consortium | <input type="checkbox"/> |

B. Details of Bidder and each member of consortium

| | | | |
|--|--|--------------------|--|
| Full Name | | | |
| Full Address | | | |
| Nationality | | | |
| Company registration number / Passport Number | | | |
| VAT Number | | | |
| Email | | Tel. Number | |

C. Names of Consortium Members (if applicable)

| | Name | Shareholding % | Constitutional Documents | Board Resolution |
|---|-------------|-----------------------|---------------------------------|--------------------------|
| Lead Member (must have a minimum of 30%) | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Member | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Member | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Member | | | <input type="checkbox"/> | <input type="checkbox"/> |

D. Memorandum of Understanding

Enclosed herewith please find a signed memorandum of understanding between the members of the consortium confirming the proposed shareholding, the lead member and the authorized signatory to sign on behalf of the consortium.

Please also find a board resolution from each member in the consortium approving the Memorandum of Understanding between the members.

Memorandum of Understanding Enclosed

Board Resolutions

E. Constitutional Documents

Bidder (single entity) and, in case of a consortium, each member thereof shall provide a copy of the constitutional documents (such as Memorandum and Articles of Association in case of a limited liability company incorporated in Malta, deed of partnership or equivalent constitutional documents in the country of incorporation of the bidder).

Constitutional Documents Enclosed

F. Details of Signatory

| | | | |
|--|--|--------------------|--|
| Full Name and Surname | | | |
| Full Address | | | |
| Nationality | | | |
| Company registration number / Passport Number | | | |
| Email | | Tel. Number | |

I acknowledge that the email address will be used as the basis of correspondence between the Evaluation Committee and the bidder in the case where clarifications to this RFP will be posted.

Board resolution showing evidence that the authorized signatory has in fact been authorized by the bidder to sign and commit the bid to the Contracting Authority on its behalf is attached hereto.

Board Resolution

| | |
|--|-------------|
| Signature of Authorized Signatory | Date |
| | |

APPENDIX 2: FORMAL DECLARATION OF OFFER

I _____, on behalf of _____, as duly authorised, (the “**Bidder**”) hereby declare that by submitting this Bid, the Bidder confirms that it accepts all and any terms and conditions set out in the Request for Proposal (the “**RFP**”) pursuant to which the attached bid is being submitted.

After having read and understood all the terms and conditions in the RFP, the Tenderer hereby acknowledges and accepts (and where applicable confirms) particularly, however without limitation, that:

1. by submitting a Bid, the Bidder irrevocably confirms to have understood and agreed to the specific conditions set out in the RFP, in their entirety, and accepts to assume all the obligations set out herein, without reservation;
2. the undersigned Bidder hereby tenders for the Concession in accordance with the RFP;
3. the undersigned Bidder:
 - (i) is not bankrupt or is being wound up, or whose affairs are being administered by the court, who has entered into an arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
 - (ii) is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
 - (iii) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
 - (iv) has not been declared guilty of grave professional misconduct proven by any means which the Contracting Authority can demonstrate;
 - (v) has fulfilled obligations relating to the payment of social security contributions or any other taxes in accordance with the laws of Malta or the country in which the tenderer is established;
 - (vi) is not guilty of serious misrepresentation in supplying the information required under the RFP or has supplied all relevant information;
 - (vii) has not been in the past, and is not at the time of submission of the Bid or during the RFP stage, blacklisted by the Government or any state government or central government from participating in projects;
 - (viii) has not been found guilty of any misrepresentation, fraud, corruption or other malpractice relating to its business.

4. this is a bona fide Bid, and that the Bidder has not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangements with any other person;
5. the undersigned Bidder undertakes that this Bid shall not be retracted or withdrawn for a period of six (6) calendar month/s from the Deadline for Submission of Bids, inclusively, but shall remain binding and may be accepted by the Contracting Authority at any time during the said period of six (6) calendar month/s;
6. the undersigned Bidder has fully understood, acknowledges and accepts the terms of the RFP as well as the provisions relating to Dispute Resolution and is hereby accepting such conditions and provisions as binding.

Signature

Name (in Block Capitals)
*(Duly authorised to sign this bid for
and on behalf of the bidder)*

Date

APPENDIX 3: TECHNICAL OFFER**BIDDER NAME:** _____**Fleet**

| Description | Bidder Offer |
|---|--------------|
| Number of vehicles in fleet to be deployed in Car Sharing Program (minimum eighty (80) vehicles) ² | |
| Number of plug-in electric vehicles in fleet (minimum forty (40) vehicles) | |

Award Criteria

| Criterion | Description | Bidder Offer |
|-------------|---|--------------|
| Criterion 3 | Number of vehicles in fleet to be deployed in Car Sharing Program in excess of eighty (80) cars | |
| Criterion 4 | Number of plug-in electric vehicles in fleet in excess of forty (40) | |
| Criterion 5 | Number of on-street car charging stations | |
| Criterion 6 | Average weighted cost in Euro (€) per trip ³ | |

Signed on behalf of the Bidder by _____ **(Name in full)**

² Fleet should be included in a table, split in type of vehicle (commercial or private), brand and model, European standard and operational means (whether plug-in electric, LPG, diesel, petrol, hybrid and so on).

³ All workings used to arrive at Average Weighted Cost in Euro (€) per trip to be provided.

APPENDIX 4: FINANCIAL OFFER

BIDDER NAME: _____

| | Amount including Taxes/Charges, Other Duties & Discounts <u>but</u> exclusive of VAT (Delivered Duty Paid- DDP) | Amount in words |
|-----------------------------|--|-----------------|
| | € | |
| Concession Fee – Year 2 | | |
| Concession Fee – Year 3 | | |
| Concession Fee – Year 4 | | |
| Concession Fee – Year 5 | | |
| Concession Fee – Year 6 | | |
| Concession Fee – Year 7 | | |
| Concession Fee – Year 8 | | |
| Concession Fee – Year 9 | | |
| Concession Fee – Year 10 | | |
| Total Concession Fee | | |

IMPORTANT

- *Each year the Concessionaire shall pay, in advance, the Concession Fee plus VAT applicable for that year.*
- *All amounts shown and to be inserted by Bidders are in Euros, net of any and all taxes, duties, charges, costs and expenses payable in connection with the Concession.*
- *Bidders are only to insert amounts in numbers, clearly legible, without corrections.*
- *Minimum concession payable to the Contracting Authority for each year after the first (1st) year of the term of the Concession Agreement shall be twenty-five thousand Euro (€25,000).*

 Signed on behalf of the Bidder by _____ (Name in full)

APPENDIX 5: INFORMATION MEMORANDUM

1. Bidder Profile evidencing technical capabilities (including past experience and client references), financial and economic standing, including without limitation evidence of availability of credit facility required in terms of Section 7.8.
2. Project Profile
 - (i) Fleet Structure and Composition⁴; Vehicle Access
 - (ii) Geographical Coverage of Car Sharing Program proposed, including justification
 - (iii) Technical features of proposed solution
 - (iv) Vehicle Parking Spaces Allocation Request, split into on-street parking and public parking, including justification
 - (v) Number of vehicles per location
 - (vi) Booking system and data collection
 - (vii) Electric Charging Stations
 - (viii) Software and technology to be used in Car Sharing Program
 - (ix) Towage services
 - (x) Tariff structure, including bundles, options, premium charges, special rates
3. Business Plan
 - (i) Business Concept Overview
 - (ii) Market Overview
 - (iii) Operations Plan
 - (iv) Human Resources Plan
 - (v) Marketing Strategy
 - (vi) List of Key Suppliers and Sub-Contractors and respective roles (if any)
 - (vii) Implementation Plan
 - (viii) Feasibility Financial Projections
4. Schemes (if any) intended for private companies and employees of Public Entities

⁴ This should be included in a table, split in type of vehicle (commercial or private), brand and model, European standard and operational means (whether plug-in electric, LPG, diesel, petrol, hybrid and so on).

APPENDIX 6: BID BOND

To: Authority for Transport in Malta

Date: _____

Dear Sir,

Our Guarantee Number: _____ for five thousand Euro (€5,000)_

We refer to the Request for Proposals document issued by the Authority for Transport in Malta on the _____ (hereinafter the '**RFP**') inviting submission of bids for the for a CONCESSION CONTRACT FOR THE OPERATION OF A CAR-SHARING PROGRAM THROUGHOUT THE MALTESE ISLANDS and to your requirement that _____(Name of Bidder) (hereinafter the '**Bidder**') should provide you with a guarantee (hereinafter the '**Bid Bond**') in the amount of five thousand Euros (€5,000) to warrant and secure:

- i. the due and proper performance by the Bidder of all obligations assumed or to be assumed by it in the RFP (including, without limitation, its obligation to renew this Bid Bond);
- ii. that the Bidder will not, during the validity period of this Bid Bond (namely, its initial validity period plus the period of any renewal the Bidder is obliged to make), withdraw, alter or qualify its bid.

Now, therefore, we _____(Name of Bank) hereby irrevocably and unconditionally guarantee to pay you on demand a maximum sum of five thousand Euros (€5,000) (the "**Guarantee Amount**") in case the Bidder is in breach of its aforesaid obligations or any of them.

More than one demand may be made under this Bid Bond, provided that the aggregate amount payable shall not exceed the Guarantee Amount.

It is understood that this Bid Bond will become payable on your first written demand, without contestation or counter-claim, and that it shall not be incumbent upon us to verify whether such demand is justified.

For the avoidance of doubt, it is hereby declared that although this instrument gives rise to legal relations between us as guarantor and yourself, this does not exempt the Bidder from any obligation or undertaking assumed or given by it or under the bid submitted by it.

This Bid Bond is valid from the [insert deadline for submission, as may have been extended] and

expires on the [six months after deadline for submission, as may have been extended], unless it is extended or renewed by us or returned to us for cancellation before that date. Any demand made by you for payment must be received in writing by not later than the afore-mentioned expiry date.

This document should be returned to us for cancellation on utilization or expiry or in the event of the guarantee being no longer required by you.

This Bid Bond shall be governed by the laws of Malta, and the parties hereto consent to submit any dispute arising out of or in connection with this Bid Bond to the Courts of Malta

This Bid Bond is personal to you and may not be transferred or assigned.

All words and expressions used in this Bid Bond in their capitalized form shall, unless the context otherwise requires or otherwise defined herein, have the same meaning assigned to them in the RFP.

Yours faithfully,

[Name of signatory]

[Name of Bank]

APPENDIX 7: PERFORMANCE GUARANTEE

To: Transport Malta

Date:

Dear Sir,

Our Guarantee Number: _____

We refer to the **Concession Agreement for the Operation of a Car-Sharing Program throughout the Maltese Islands** (hereinafter referred to as the "**Concession Agreement**") entered into by and between the Authority for Transport in Malta and _____ (*name of Concessionaire*) (hereinafter referred to as the "**Concessionaire**").

The Concessionaire is required to provide you with a bank guarantee in the amount of two hundred thousand Euro (€200,000) to warrant the due and proper performance by the Concessionaire of all its obligations under or pursuant to the Concession Agreement.

Now, therefore, we _____ (*Name of Bank*) hereby irrevocably and unconditionally guarantee to pay you on demand up to a maximum amount of two hundred thousand Euro (€200,000) in case any obligation under the Concession Agreement is not duly performed by the Concessionaire.

It is understood that this guarantee will become payable on your first written demand, without contestation or counter-claim, and that it shall not be incumbent upon us to verify whether such demand is justified.

For the avoidance of doubt, it is hereby declared that although this instrument gives rise to legal relations between us as guarantor and yourself, this does not exempt the Concessionaire from any obligation or undertaking assumed or given by it under or in pursuance of the Concession.

This guarantee is valid from the date on which the Concessionaire countersigns the Concession Agreement and is to remain valid until one (1) year after the expiry of the Concession, unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received in writing not later than the afore-mentioned expiry date.

This document should be returned to us for cancellation on utilization or expiry or in the event the guarantee being no longer required by you.

Yours faithfully,

[Name of signatory]

[Name of Bank]