



ASSET RECOVERY
BUREAU
Malta

***Request for Quotations (RfQ) for the Provision of On-Call Towing Services
for Light, Medium and Heavy Vehicles and Marine Vessels
[ARB/42/2020]***

Published on: 21st October 2020

Deadline for submission of clarifications: 28th October 2020 at noon

Closing date for submission of quotations: 4th November/2020 at noon

1. Introduction

1.1. The Asset Recovery Bureau (ARB) (hereinafter referred to as the Contracting Authority) is a public entity established under Subsidiary Legislation 9.23, known as the Asset Recovery Bureau Regulations.

2. Objective

2.1. The ARB invites interested bidders (hereinafter referred to as Service Providers) to submit quotations for the provision of on-call towing services for light, medium and heavy vehicles and for marine vessels.

3. Terms and Conditions

3.1. The Service Provider shall:

- 3.1.1. Be in a position to provide the on-call towing services as from the 24th October 2020;
- 3.1.2. Provide on-call towing services as and when requested by the ARB on a 24-hour basis on all days of the year;
- 3.1.3. Provide on-call towing services within the Maltese islands including Gozo;
- 3.1.4. Provide the ARB with an e-mail address and a minimum of two contact numbers where request for service may be notified. At least one out of the two contact numbers provided, is expected to be reachable on a 24 hour basis;
- 3.1.5. Be on site to provide towing service within two hours of notification from ARB. Such notification/s will be made via telephone and/or via e-mail by the ARB.

- 3.2. Whenever requests made by the ARB for towing service between the two islands. i.e. Malta and Gozo, the ARB will pay the rate per call as indicated in the Financial Bid form and the applicable ferry fares will be reimbursed. Ferry fees will not be paid at the terminal by the ARB.
- 3.3. The Service Provider is to ensure that all vehicles employed on this contract shall conform to local roadworthiness regulations and legislation and shall be properly maintained.
- 3.4. Vehicles utilised for providing towing services shall be fully equipped with all tools that may be required during motor vehicle or marine vessel recovery operations.
- 3.5. The Service Provider shall provide an invoice for each call out for service rendered. Such invoice is to contain at least the following information:
 - i. Date of notification from ARB.
 - ii. Date of service rendered.
 - iii. Pick-up location.
 - iv. Destination of towed motor vehicle and/or marine vessel.
 - v. Motor vehicle details i.e. make, model and registration number. In case of a marine vessel, details indicating the make, model and registration number and/or name of vessel and flag state are to be recorded.
 - vi. Signature of Service Provider representative.
 - vii. Endorsement by ARB representative.
- 3.6. A copy of the invoice shall be retained by the Service Provider in line with GDPR regulations, for the whole duration of the contract and is to be provided to the Contracting Authority in the event this is requested again.
- 3.7. The Service Provider shall be solely responsible for the safe operation of his vehicles and the safety of their operators. The Service Provider is also bound to ensure that all operators of his recovery vehicles are appropriately trained, qualified and licensed to carry out duties in accordance with the appropriate local regulations and laws of Malta.
- 3.8. The Service Provider shall be responsible for the entire recovery operation. The responsibility and costs resulting from any incidents and/or damages inflicted to property of the ARB and/or any third parties occurring at any point in time during the operation shall be borne entirely by the Service Provider. This includes but is not limited to damages occurring during lifting, towing and/or transportation of the motor vehicles or marine vessels from site en-route to the location requested by the Contracting Authority.

- 3.9. The Service Provider shall therefore indemnify the ARB against all kinds of third-party risks by having adequate and valid insurance cover for each operation throughout contract period. Such insurance is to cover all types and risks associated during towing services that may be inflicted on the ARB and third parties.
- 3.10. Applicants shall bear all costs associated with the preparation and submission of the offer documents. The Asset Recovery Bureau shall not reimburse any fee associated with the preparation of quotation documents in the event that any or all offer/s is/are rejected.
- 3.11. Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluators during the process of examining, clarifying, evaluating and comparing offers will lead to the rejection of his/her offer and may result in administrative penalties.
- 3.12. When putting forward an offer, the bidder is declaring that s/he is not affected by any potential conflict of interest.
- 3.13. The ARB reserves the right to cancel the call for quotations procedure and reject all quotations that had been received and also reserves the right to initiate a new call for quotations.
- 3.14. The ARB reserves the right to refuse any of the offers, even the most advantageous one, as well as the right to accept any offer in part.
- 3.15. Interested economic operators are to submit their offer as per Section 5 below. Any other form of submission may not be considered.
- 3.16. The Contracting Authority, reserves the rights to terminate any contract entered into with any Service Provider if the ARB is of the opinion that the work and/or service carried out by the service provider is not satisfactory or not in accordance with the Terms and Conditions and the Technical Specifications outlined in this RfQ.

4. Technical Specifications

4.1. Prospective bidders may opt to provide a rate for towing service for more than one of the categories listed hereunder, on the Financial Bid Form (Annex I – ARB_42_2020).

4.2. All towing vehicles utilised for transportation must be flatbed.

4.3. Vehicle categories are as per below:

<u>Motor Vehicles</u>			
Category	Description of service	Gross Vehicle Weight (GVW)	Towing Vehicle Type
A	Towing Service for Light Vehicles	Up to 3.5 tonne	Flatbed truck
B	Towing Services for Medium Vehicles	Over 3.5 tonne and up to 10 Tonne	Flatbed truck
C	Towing Services for Heavy Vehicles	Over 10 tonne and all plant equipment	Flatbed truck

4.4. Marine Vessels categories are as per below:

<u>Marine Vessels</u>			
Category	Description of service	Gross Weight (GW)	Towing Vehicle Type
D	Towing Services for Watercraft and Marine Vessels	Up to 3.5 tonne	Flatbed truck
E	Towing Services for Marine Vessels	Over 3.5 tonne and up to 12 tonnes	Flatbed truck

4.5. Interested Service Providers are to note that marine vessels referred to in Category D and E may not be equipped with the appropriate boat trailer. In this circumstance, the Service Provider is to provide an adequate means to securely tow the vessel.

4.6. Awarded offers will be included in the ARB list of service providers.

5. Submissions

5.1. Requests for clarifications must be submitted by **28th October 2020 at noon** on finadmin.arb@gov.mt.

5.2. Interested parties are invited to submit their quotations, according to Section 3 Terms and Conditions and Section 4 Technical Specifications as outlined in this request, by not later than **4th November 2020 at noon** on the following email address: finadmin.arb@gov.mt or by post on the following postal address: **72, Market Street, Floriana**. Submission must include the following:

5.2.1. Annex I - ARB_42_2020 by filling in:

- i. Section A. Providing general information including declaration concerning exclusion grounds and;
- ii. Section B. The financial offer abiding to all Terms and Conditions and Technical Specifications mentioned under Sections 3 and 4 respectively of this RfQ, including deceleration referred to in the pertaining section.

5.3. Any other form of submission different from the above may not be accepted.

6. Payment Terms

- 6.1. The Service Provider shall submit an invoice addressed to the ARB containing the information as specified in article 3.5. above.
- 6.2. In the event of towing services between Malta and Gozo as per article 3.2. above, pertinent documentation is to be presented with the invoice.
- 6.3. The Contracting Authority shall process the said invoice for payment within thirty (30) days from receipt of invoice.

7. Award Criteria

- 7.1. The award criteria for this RfQ is the price. The cheapest administratively and technically compliant bid shall be awarded.

8. Further Information

- 8.1. A commitment will come about only when a contract with the successful Service Provider will be signed. Until a contract is signed, the ARB may decide not to award a contract or to cancel the procedure, without the interested parties being entitled to claim any compensation.
- 8.2. The ARB reserves the right not to proceed further with the RfQ process at any given time.
- 8.3. This Request for Quotations is in no way binding on the ARB. The ARB reserves the right to refuse any bid, even the cheapest and technical compliant offer without providing any justification.
- 8.4. This RfQ is without prejudice to ARB seeking alternative services.