



MALTA RESOURCES AUTHORITY

Malta Resources Authority

Millennia, Aldo Moro Road, Marsa MRS 9065 Malta

Telephone: (356) 21220619

Fax: (356) 22955200

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**SUBJECT: FUEL TESTING (LABORATORY) SERVICES FOR
THE MALTA RESOURCES AUTHORITY**

Tender Document: (MRA/ENE/108/10)

The cost of this tender dossier is € 50

IMPORTANT

Tenderers are to ensure that the Mandatory BID BOND at € 1000 is to remain valid up to 6 months from the closing date of the tender.

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PART 1

SERVICES OF A FUEL TESTING LABORATORY FOR THE MALTA RESOURCES AUTHORITY

1.0 Scope of Tender

1.1 Introduction

1.1.1 This Tender, which is being issued by the Malta Resources Authority, hereinafter referred to as “the Contracting Authority”, is for testing of various fuels required by the Energy Directorate.

1.1.2 A payment of Fifty Euros (€50) is to be effected upon collecting the Tender Document from the Cash Office, Malta Resources Authority, Millennia Aldo Moro Road, Marsa MRS 9065.

1.2 Tender Documentation

1.2.1 Each submission for Tender shall clearly indicate the details of the tenderer responsible for such activity and the rates/prices, inclusive of VAT and all other charges as may be applicable. The start date, as indicated, shall be upon the issuance of the ‘**Order to Start Works**’ issued by the Officer in Charge.

1.2.2 A form entitled “**Schedule of Rates/Prices**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, giving the rates/prices in EURO for each item as indicated, inclusive of VAT and all taxes and any other charges as applicable. This form must be filled in and submitted with the tender document. Prospective bidders shall not at any time of the contract period request a revision of the rates/prices. **Failure to fill in the form, or a form with incomplete information, or a form containing ambiguous financial information (e.g. prices, totals etc.) may disqualify the tender submission.**

1.2.3 Tenderers may supplement the “**Schedule of Rates/Prices**” with additional pricing information if they deem this necessary.

1.2.4 A form entitled “**Tenderer’s Details Form**” is attached with the Tender Document. Prospective bidders are requested to fully complete the form (including the Tenderer’s Declaration form), and submit it with the Tender Document.

1.2.5 Tenderers shall complete the attached “**Form of Tender**” as required, also confirming the tenderer’s undertaking that the offer shall not be retracted or withdrawn for a period of three (3) months from the closing date of the offer. **Failure to submit this form completed in all respects, shall disqualify the bid.**

1.2.6 A form entitled “**Proof of Purchase**” is attached with the Tender Document. Prospective bidders are requested to complete the form, attach a copy of the receipt issued by the Cash Office when purchasing the Tender and submit it with the Tender Document.

1.2.7 A form entitled “**Data on Joint Venture/Consortium**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document if they are planning to bid as a Joint Venture / Consortium.

1.2.8 A form entitled “**Sub-Contracting**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender

Document if they are planning to Sub-Contract the works or any part of the works listed in the Tender Document.

- 1.2.9 A form entitled “**Statement on Conditions of Employment**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document.
- 1.2.10 A form entitled: “**Specification Form**” is attached with the Tender Document. Prospective bidders are requested to complete the form by filling in the requested data and submit it with their Tender offer.
- 1.2.11 Tenderers are also requested to submit with their Tender offer any relevant **Technical Literature, Catalogues and/or Illustration** related to the items being offered, which shall corroborate the details filled in the Specification Form. All Documents provided shall be written in English Language. The submissions are to include:
- A copy of the company’s ISO 9001 Certificate and Part 2 of tender document;
 - MSA Certification of the laboratory – copy of Certificate and Part 2 of tender document;
 - International Accreditation body of the Laboratory – copy of Certificate and Part 2 of tender document;
 - Accreditation Certificate Copy – National Accreditation Board (NAB) Malta Certificate – ISO 17025:2005 or its amendments “General Requirements for the Competence of Testing and Calibration Laboratories” and Part 2 of tender document;
 - List of Lab Capabilities – accredited and Part 2 of tender document;
 - List of Lab Capabilities and Part 2 of tender document;
 - Environmental Policy on Sample Disposal;
 - A certified copy of the Memorandum and Articles of Association of the company or deed of partnership or other deed or authenticated agreement establishing the legal organisation and Part 2 of tender document;
 - A certified copy of the registration certificate of the company issued by the Registrar of Companies or equivalent and Part 2 of tender document.

Failure to comply with this clause shall render the Tender offer null.

1.3 Definitions

Note: the following definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order. Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

Authority: means the Malta Resources Authority.

Beneficiary Country: The Maltese Islands.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Budget Breakdown: In a fee-based contract, the schedule which breaks down the contract

value, stating out the fee rates and the provision for incidental expenses.

Cash Flow Forecast: The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

Central Government Authority: means the Department of Contracts.

Commission: The European Commission.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

Contract: The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

Contract Value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contracting Authority: means the Malta Resources Authority.

Contractor: The party which contracts to perform the services.

Day: Calendar day.

Drawings: Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

EC: The European Community.

EU: The European Union.

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Fee-Based Contract: A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

Final Beneficiary: The Malta Resources Authority.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

Global Price Contract: A contract under which the services are performed for an all inclusive fixed price.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific

breach identified in the contract.

Modification: An instruction given by the Project Manager which modifies the works.

Month: Calendar month.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project: The project in relation to which the services are to be provided under the contract.

Project Manager: The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

Public Service: Government Ministries and Departments.

Services: Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Terms of Reference: The Tender Specifications and Conditions drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

Time Limits: Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

2.0 Tender Process

2.1 General Instructions (Pre Submission of Tenders)

2.1.1 In submitting a Tender, the tenderer accepts in full and its entirety, the content of this Tender Document, including subsequent Clarifications issued by the Contracting Authority, whatever its own corresponding conditions may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Document.

- 2.1.2 No account shall be taken of any reservation in the Tender as regards the Tender Document; any disagreement, contradiction, alteration or deviation shall lead to the Tender offer not being considered further.
- 2.1.3 The Tender Evaluation Committee shall, after having obtained approval by the Contracting Authority, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-clauses 1.2.4, 1.2.6, 1.2.7, 1.2.8, 1.2.9 and 1.2.10 **only**. Such rectification/s shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered further.**
- 2.1.4 Tenderers bear the sole liability of examining with appropriate care the Tender documents, including those design documents available for inspection, and any clarification notes to the Tender documents issued during the Tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the Tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the Tender amount shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 2.1.5 Tenderers shall promptly notify the Finance and Administration Section, within the Malta Resources Authority, of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.
- 2.1.6 Tenderers requiring clarification or interpretations of the Tender Document shall make a written or faxed request (fax number 22955200/21236400) or via e-mail (e-mail address: enquiry@mra.org.mt) at least six (6) working days prior to the closing date for receipt of Tenders. **Any request after this date shall not be accepted.**
- 2.1.7 Any interpretations, corrections or changes to the Tender Document by the Contracting Authority shall be made by an official addendum. Interpretations, corrections or changes made in any other manner shall not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.
- 2.1.8 Addenda shall be faxed or emailed to all those who are known by the Contracting Authority to have procured a complete Tender Document.
- 2.1.9 No addenda shall be issued later than four (4) working days prior to the date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.
- 2.1.10 The Contracting Authority may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.
- 2.1.11 The tenderer shall provide all documents required by the provisions of the Tender document. All such documents, without exception, shall comply strictly with these conditions and provisions, and contain no alterations made by the tenderer.
- 2.1.12 A tenderer may submit a tender for any or all of the lots.

2.1.13 Each lot will form a separate contract and the provision for services indicated for different lots will be indivisible. The tenderer must offer the whole of the services indicated for each lot. Under no circumstances will tenders for only part of the services required will be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

2.2 Eligibility

2.2.1 Participation in tendering is open on equal terms, to all natural and legal persons of the member States of the European Union, the beneficiary country, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.

2.2.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Contracts Regulations, 2010 (Legal Notice 296 of 2010) shall be excluded from participation in the award of the Contracts. Tenderers or candidates who have been guilty of making false declarations shall also incur financial penalties representing 10% of the total value of the contract being awarded.

2.2.3 All materials, equipment and services to be supplied under the Contract must originate in an eligible country. For these purposes, “origin” means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

2.3 Only one Tender per Tenderer

2.3.1 Submission or participation by a tenderer in more than one tender for a contract shall result in the disqualification of all those tenders for that contract in which the party is involved.

2.3.2 A Company shall not tender for a given contract both individually and as a partner in a joint venture/consortium.

2.3.3 A Company shall not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any other tenderer, or joint venture/consortium

2.3.4 A Company may act as a sub-contractor for any number of tenderers, and joint venture/consortia, provided that it 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.

2.4 Tender expenses

2.4.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.

2.4.2 The Contracting Authority shall neither be responsible for, nor cover, any expenses or losses incurred by the Tenderer through site visits and inspections or any other aspect of his/her Tender.

2.5 **Labour Law**

2.5.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

2.6 **Law**

2.6.1 By submitting their Tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the Tender and the resulting contract.

2.7 **Language of Tenders / Preparation of Tenders**

2.7.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Authority shall be written in English.

2.7.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Tender, the English language shall prevail.

2.7.3 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialed by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Authority.

2.7.4 The Tender shall contain no changes or alterations, other than those made in accordance with instruction issued by the Contracting Authority (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialed by the person signing the tender.

2.7.5 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Authority.

2.8 **Tender Rates/Prices**

2.8.1 The Tender rates/prices shall cover the whole of the services as described in the Tender Document.

2.8.2 The tenderer shall provide a breakdown of the overall rates/prices in Euro (€).

2.8.3 Tenderers shall quote all components of the rates/prices inclusive of VAT and of all taxes, customs and import duties and any discounts. Except as may be provided for in the Contract, no payment shall be made for items which have not been costed.

2.8.4 Different options are to be clearly identifiable in the technical and financial submission;

thus, a separate Tender form marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the rates/prices of the relative option, is to be submitted. Failure to abide by this clause shall render the Tender null.

2.8.5 If the tenderer offers a discount, the discount shall be absorbed in the rates of the Bill of Quantities / Schedule of Rates / Schedule of Prices.

2.8.6 The rates/prices of the Contract shall include all of the works to be provided. The rates/prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

2.9 Currencies of Tender and Payments

2.9.1 The currency of the Tender is the Euro (€). All sums in the breakdown of the overall rates/price, in the questionnaire and in other documents shall be expressed in Euro (€).

2.9.2 Notwithstanding the provisions of payment terms referred to under the relative Clause of the General Conditions for Service Contracts (article 26, Payments and Interest on late payments) no pre-financing will be paid in this contract. Payment under this contract shall be effected within a reasonable period of time. This shall be taken to mean that payment is to be effected within 60 days from the presentation of the bill to the Contracting Authority provided that the invoices are accepted and certified by the Contracting Authority and that the services conducted are carried out to the satisfaction of the Officer in charge of the Contract. Any penalties which shall be incurred by the Contractor shall be deducted from these bills. In breach of this time limit a Contractor shall be entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period. The provisions established in the General Conditions for Service Contract for late payment (Article 26) are not applicable.

2.9.3 The Contractor shall submit VAT invoices in accordance with the Twelfth Schedule of the VAT Act. Invoices shall only be registered as valid if in full compliance with this clause and the Contracting Authority shall not be held liable for delays in payments due should the Contractor have submitted an invalid invoice. Invoices submitted not in accordance with this requirement shall not be processed for payment and the Contracting Authority reserves the right to request the Contractor to re-issue the invoice accordingly.

2.9.4 Payment of bills shall be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of the Contract.

3.0 Tender Submittals

3.1 Method of Submissions

3.1.1 A written proposal for this call of Tender shall be submitted at the Finance and Administration Section Malta Resources Authority, Millennia, 2nd Floor, Aldo Moro Road, Marsa, MRS 9065, Malta by the time and date indicated in the attached notice. Tenders are to be delivered to the following address:

**The Financial Controller
Malta Resources Authority
Millennia, 2nd floor
Aldo Moro Road, Marsa, MRS 9065
MALTA**

Late submissions shall not be accepted. The proposal for this Tender shall be closed in a sealed package with the Advert Number clearly marked on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the Tender Box at the Finance and Administration Section of the Malta Resources Authority. Under no circumstances will hand delivered tenders be accepted if they are handed to an employee of the Malta Resources Authority instead of being deposited in the Tender Box as stipulated above. **Any method of submission other than the above shall NOT be accepted.**

- 3.1.2 By casting the Tender, the tenderer shall be deemed to be in a position to carry out all the services specified in this Tender Document.
- 3.1.3 Each Tenderer shall ascertain, prior to submitting his/her Tender, that he/she has received all addenda issued and shall acknowledge their receipt in his/her Tender.
- 3.1.4 Tenderers shall quote their VAT Registration Number in the appropriate space provided in the Tenderers' Details Form. Moreover, prospective bidders shall be bound to conform in all respects to the VAT legislation and regulations.
- 3.1.5 Tenderers are required to submit the following set of documents with their tender submission and for each option submitted (if any):
 - a. **Schedule of Rates/Prices** as per Clause 1.2.2
 - b. **Tenderer's Details Form** as per Clause 1.2.4
 - c. **Form of Tender** as per Clause 1.2.5
 - d. **Proof of Purchase** as per Clause 1.2.6
 - e. **Data on Joint Venture/ Consortium Form (if applicable)** as per Clause 1.2.7
 - f. **Sub-contracting Form (if applicable)** as per Clause 1.2.8
 - g. **Statement on Conditions of Employment** as per Clause 1.2.9
 - h. **Specification Form** as per Clause 1.2.10
 - i. **Technical Literature, in English Language** as per Clause 1.2.11
- 3.1.6 The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organization, and shall not be disclosed or copied without your consent, to anyone outside the Company unless the law permits us to.

3.2 Late Tenders

- 3.2.1 All Tenders received after the deadline for submission specified in the contract notice or these instructions shall be kept by the Contracting Authority. The associated guarantees shall be returned to the tenderers (if any).
- 3.2.2 No liability shall be accepted for late delivery of Tenders. Late Tenders shall be rejected and shall not be evaluated.

4.0 Opening and Evaluation of Offers

4.1 Opening of Tenders

4.1.1 Tenders shall be opened in public session on the date and time indicated in the Tender advert and in the Tender Document, at the Contracts and Procurement Section, Ministry for Resources and Rural Affairs, Malta by the Tender Opening Board. The Board shall draw up a 'Schedule of Tenders Received' which shall be published on the notice board at the Contracts and Procurement Section and shall also be available for public viewing.

4.1.2 Reductions or alterations to tender rates/prices made by tenderers after submission shall not be taken into consideration during the analysis and evaluation of Tenders.

4.2 Secrecy of the Procedure

4.2.1 After the opening of the Tenders, no information about the examination, clarification, evaluation or comparison of Tenders or decisions about the Contract award shall be disclosed before the notification of award.

4.2.2 Information concerning checking, explanation, opinions and comparison of Tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

4.2.3 Any attempt by a tenderer to approach any member of the Evaluation Committee / Contracting Authority directly during the evaluation period shall be considered legitimate grounds for disqualifying his/her Tender.

4.3 Clarification of Tenders

4.3.1 When checking and comparing Tenders, the Evaluation Committee may, after obtaining approval from the Departmental Tenders Committee, ask a tenderer to clarify any aspect of his/her tender.

4.3.2 Such requests and the responses to them shall be made by email or fax. They may in no circumstances alter or try to change the rates/price or content of the Tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

4.4 Tender Evaluation Process

4.4.1 **Part 1, Administrative compliance:** The Evaluation Committee shall check the compliance of Tenders with the instructions given in the Tender Document.

4.4.2 The Evaluation Committee shall, after having obtained approval from the Departmental Tenders Committee, request rectification in respect of incomplete/non-submitted information pertinent to the documentation as outlined in clause 2.1.3 of this Tender document. Such rectifications shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered any**

further.

4.4.3 **Part 2, Eligibility and Selection compliance:** Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

- Eligibility Criteria
- Technical Compliance
- Financial Evaluation

4.5 **Correction of Arithmetical Errors**

4.5.1 Admissible Tenders shall be checked for arithmetical errors by the Evaluation Committee. Errors shall be corrected as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
- b. Where there is a discrepancy between a unit rates/price and the total amount derived from the multiplication of the unit rates/price and the quantity, the unit rates/price as quoted shall prevail.

4.5.2 The amount stated in the Tender shall be adjusted by the Evaluation Committee in the event of error, and the tenderer shall be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek prior approval of the Departmental Tenders Committee to communicate the revised rates/prices to the tenderer. If the tenderer does not accept the adjustment, his/her Tender shall be rejected and his/her tender guarantee forfeited (if any).

4.5.3 When analysing the Tender, the Evaluation Committee shall determine the final Tender rates/prices after adjusting it on the basis of clause 4.5.1.

5.0 **Contract Award**

5.1 **Criteria for Award**

5.1.1 The sole award criterion shall be the rates. The contract shall be awarded to the cheapest priced Tender satisfying the administrative and technical criteria.

5.2 **Right of the Contracting Authority to accept or reject any Tender**

5.2.1 The Contracting Authority reserves the right to accept or reject any Tender and/or to cancel the whole Tender procedure and reject all Tenders. In such an event, the Contracting Authority reserves the right to initiate a new invitation to Tender.

5.2.2 In the event of a Tender procedure's cancellation, tenderers shall be notified by the Contracting Authority. If the Tender procedure is cancelled before the opening of any envelope of any Tender, the sealed envelopes will be returned, unopened to the tenderers.

5.2.3 Cancellation may occur where:

- a. the Tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile Tender has been received or there has been no response at all;
- b. the economic or technical parameters of the project have been fundamentally altered;
- c. exceptional circumstances or force majeure render normal performance of the project impossible;
- d. all technically compliant Tenders exceed the financial resources available;
- e. there have been irregularities in the procedure, in particular where these have prevented fair competition.

5.2.4 **In no circumstances shall the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a Tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

5.3 **Notification of Award of Contract**

5.3.1 Prior to the expiration of the period of validity of Tenders, the Contracting Authority shall notify the successful tenderer, in writing, that his/her Tender has been recommended for award by the Evaluation Committee, pending any appeal being lodged in terms of Part II, Regulation 21 of the Public Contracts Regulations, a copy of which is reproduced hereunder .

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

- a) the criteria for award;
- b) the name of the successful tenderer;
- c) the recommended price if the successful bidder;
- d) the deadline for filing a notice of objection (appeal);
- e) the deposit required if lodging an appeal.

5.3.3 The recommendations for award shall be published on the notice board of the Contracts and Procurement Section. It shall be the obligation of the Tenderer to periodically check that such recommendations have been so published.

5.4 **Contract Signing and Performance Guarantee**

5.4.1 At any time prior to the award of the tender, the Company reserves the right to request the tenderer to provide a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with Corporation. In those cases where tenderers intend to sub-contract the works, they shall produce an original or authenticated certificate from ETC which indicates the respective registration number of the nominated subcontractors. The certificate shall

be required for the sole purpose of confirming that the tenderer possesses, or has available, adequate human resources to perform the contract to a timely and successful completion. **Any tenderer who fails to provide the requested certificate/s when requested to do so, shall be disqualified from further consideration towards the award of the contract.**

- 5.4.2 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 5.4.3 Within 5 working days from receipt of letter of intent, from the Contracting Authority, the successful tenderer shall call at the Contracts and Procurement Section to sign and date the contract. The Contract would not be signed unless the successful tenderer furnishes personally the performance guarantee (where applicable). On signing of the Contract by the Contracting Authority the successful tenderer will become the Contractor and the contract will enter into force.
- 5.4.4 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 5.4.5 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 5 working days' period, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee (Bid Bond), claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority. The tenderer whose tender has been evaluated as second cheapest / second most advantageous may be recommended for award, and so on and so forth.
- 5.4.6 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 5.4.7 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 5.4.8 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form attached to this tender

document. The performance guarantee shall be released within 30 days of the signing of the Contractor's Performance Report by the Officer in charge of the contract, unless the Special Conditions provide otherwise.

Reproduction of Regulation 21, Part II of the Public Procurement Regulations 2010

Right of Recourse

21. (1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

(2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.

(b) The award process shall be completely suspended if an appeal is eventually submitted.

(3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contracting authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

(5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.

6.0 General Conditions

The full set of General Conditions for Services Contracts (Version 1.02 dated 2nd June 2010) can be viewed /downloaded from the Department of Contracts website: www.contracts.gov.mt/conditions

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s in so far as these general conditions are not in conflict with the tender document. In the event of any conflict between the tender document and the General Conditions for Service Contracts the provisions of the tender document shall apply.

7.0 Contract Special Conditions

7.1 General

- 7.1.1 This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta).
- 7.1.2 Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.
- 7.1.3 The acceptance of the Tender under this contract shall not hinder the Contracting Authority from procuring services (as applicable) similar in nature to those requested by this Tender, but which fall outside the scope of this Tender in terms of quantity, quality and/or specifications, from any other source if and whenever is considered necessary. In these circumstances, the Contractor shall not claim any right whatsoever to be assigned such similar works/supplies/services.
- 7.1.4 The Contractor cannot, directly or indirectly, subcontract or handover any part of this contract without the prior approval of the Contracting Authority, after a written request to this effect by the Contractor.
- 7.1.5 The Contractor shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her sub-contractors, including any third parties involved in the execution of this tender.
- 7.1.6 The Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notice that form part of his/her Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding Health-and-Safety issues, as they apply for the

Contractor's particular operating situation and nature of work activities.

- 7.1.7 The successful Contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by the Company and as may be further detailed in this Contract.
- 7.1.8 The Contractor shall allocate all necessary resources to safeguard the health and safety of operatives, including those of subcontractors, and of any persons whom the Works may affect. The Contractor shall undertake to perform all necessary risk assessments, H&S procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by the Contracting Authority. This also includes the provision by the Contractor of all necessary personal protective equipment, mainly personnel on site are to wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves, vaccinations and medical check-ups (if required) to all his/her employees, including those of subcontractors, employed on site or who are employed to execute the services requested in this Contract. The Contracting Authority reserves the right to carry out inspections in this respect and if the Contractor is found non-compliant then the Contracting Authority shall ask the Contractor to abide with H&S regulations with immediate effect. Subsequent notifications may imply that the Contractor is disqualified from the tender following which the Contracting Authority will seek the services requested from the next cheapest Tenderer.
- 7.1.9 The contractor shall be solely responsible for the safe operation of the plant and equipment employed on site in connection with the works, including the safety of the operators. All equipment shall conform to safety regulations and legislation in force and / or recognised standards/codes of practice, while all the operators shall be in possession of all the necessary recognised permits, qualifications and skills required to carry out such duties.
- 7.1.10 The Contracting Authority reserves the right to inspect all the equipment that shall be required by the Contractor to provide the services requested in this Tender Document.
- 7.1.11 A daily penalty of Two Hundred Fifty Euro (€250) shall be charged to the Contractor if he/she fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document. In such case, the Contracting Authority shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three working days from the notification, or else, as may be otherwise required by the Contracting Authority. Moreover, the Contracting Authority reserves the right to engage other contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the contractor. During the period the daily penalty is being applied, the Contracting Authority reserves the right to terminate the contract and award the contract to other bidders competing in the same tender. Moreover, in such event, the bank guarantee shall be forfeited.
- 7.1.12 Should the above mentioned Clause (7.1.11) be applied, the final sum due to the contractor shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.
- 7.1.13 The Contractor shall follow and execute all legitimate directives and instructions issued

by the Contracting Authority. The procurement detailed in this tender is authorised by the Contracting Authority as represented on site by the designated Officer in charge of the Contract, who shall verify that all the conditions stipulated in this tender are adhered to. All works to be carried out by the contractor shall always be under the direction and supervision of the Officer in charge of the Contract, who may be assisted by a technical officer or employee of the Contracting Authority.

7.1.14 The quantities shown in the schedule are only indicative and where necessary may be exceeded. Moreover the MRA reserves the right not to order the whole or any of the number of tests shown in the schedule of prices and would not, by doing so, be held liable to any damages or other costs whatsoever.

7.1.15 The MRA reserves the right of obtaining any quantity of the requested tests during the period of the contract from sources other than the contractor.

7.1.16 Rates / Total

Evaluation will be based on the cheapest price quoted for the totals per item. Tenderers are to quote for tests under each item / fuel name.

The Authority reserves the right of accepting any tender wholly or in part, and, or of dividing the contract among two or more tenderers.

7.2 Ethics Clauses

7.2.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Authority or the Contracts Committee during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

7.2.2 Without the Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for projects or activities arising from or related to the Consultancy services being provided. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

7.2.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.

7.2.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior

written consent.

- 7.2.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 7.2.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 7.2.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 7.2.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 7.2.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 7.2.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, 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.

7.3 Data Protection and Freedom of Information

- 7.3.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract 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.
- 7.3.2 The provisions of this contract 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 relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act,

pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

7.4 Gender Equality

7.4.1 In carrying out his/her obligations in pursuance of this contract, the tenderer 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. Tenderers are to ensure that these principles are manifest in the organogram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

8.0 Tender Specifications and Conditions

8.1 Contract Objective

8.1.1 This Tender is for a service rendered to the Malta Resources Authority whereby the tenderer needs to satisfy the working programmes discussed in the Terms of Reference. These include the testing of petroleum products and biofuels and providing the MRA with credible results according to predefined standards.

8.2 Contract Term and Frequency of Use

8.2.1 The Contract shall be operative for a period of twelve (12) calendar months. The commencement of this contract shall be upon the issuance of the '**Order to Start Works**', issued by the Contracting Authority.

8.2.2 The maximum delivery period of results shall be as stated in the Terms of Reference.

8.2.3 Submission of Literature

The following literature should be submitted with Part 2 of this tender document:

- A copy of the company's ISO 9001 Certificate with direct reference to your laboratory;
- MSA Certification of the laboratory – copy of Certificate;
- International Accreditation body of the laboratory – copy of Certificate;
- Accreditation Certificate Copy – National Accreditation Board (NAB) Malta Certificate – ISO 17025:2005 or its amendments "General Requirements for the Competence of Testing and Calibration Laboratories";
- A list of lab capabilities which are accredited;
- A list of the remaining lab capabilities which are not accredited;
- Environmental Policy on Sample Disposal;

- A certified copy of the Memorandum and Articles of Association of the company or deed of partnership or other deed or authenticated agreement establishing the legal organisation;
- A certified copy of the registration certificate of the company issued by the Registrar of Companies or equivalent.

8.3 Services Required

8.3.1 Background

Under Fuel Quality Directive obligations 98/70/EC (as amended) and the Directive 99/32/EC for the sulphur content in certain liquid fuels, the MRA has to ensure that the fuel quality used in Malta remains within acceptable limits and conforms to appropriate standards. The Fuel Quality Directive governs the quality of all local transport fuels including EN 228 (petrol), EN 590 (diesel) and biodiesel. All obligations of inland fuel quality standards and upkeep thereof (including up to offshore 12 nautical miles), are now part of the MRA's remit.

In order to ensure compliance with L.N. 44 of 2008 Articles 4 to 7 *Quality of Fuels Regulations*, sample lifting will be carried out by the Inspectorate section within the MRA. Sample lifting will take place from petroleum filling stations, road tankers, marine vessels and primary and secondary storages anywhere on the islands. These inspections will continue to serve as a deterrent for attempts of abuse by means of fuel adulterations.

8.3.1.1 Inland

The inland market is divided into:

- The retail of fuel at Petrol Stations and Kerbside Pumps. This fuel is mainly used for road transport. To date there are about 80 Petrol Stations and Kerbside Pumps in Malta and Gozo.
- The storage of fuel at Primary Storages – this fuel is for sale for inland use and is also used at the power stations or for bunkering.
- The storage of fuel at Secondary Storages – this fuel is for own use including the storage of fuels.
- The transport of fuel by means of Road Tankers – (distribution of fuels by bowser).
- The retail of fuel for Marine vessels – the MRA may lift samples from any vessel tanks within 12 nautical miles (*Refer to below 8.3.1.2*).

8.3.1.2 Marine

The propulsion fuel which is acceptable to be used in Maltese territorial waters includes heavy fuel oil pertaining to various grades including distillate marine grades and residual marine grades, marine gasoil and gasoil (diesel). All vessels whether with a Maltese, EU or non-EU flag-registration will be targeted as per Regulation 9 in L.N. 44 of 2008:

8.3.1.2.1 MARPOL Vessels – those vessels abiding to the Marine Policies and are usually in use outside Maltese territorial waters calling to port to deliver and receive various services.

8.3.1.2.2 Non-MARPOL Vessels – those vessels not abiding to MARPOL are those usually in use between various Maltese ports and Maltese territorial waters; e.g. tourist and leisure vessels, merchant vessels etc.

8.3.1.3. Biodiesel

The percentage of biodiesel in EN 590 can increase accordingly as per relevant local legislation. Hence it is of the interest to the MRA to test for any mixtures of biodiesel blends in both retail and storage facilities. The parameters to be tested could vary from case to case and include tests as per 8.4.1.5.

8.3.2 Terms of Reference of the Work

Samples will be normally lifted by MRA compliance officers or officials from any storages or during the fuel distribution on land and up to 12 nautical miles out at sea.

The laboratory professionals may be requested to provide advice on risks and liability, for instance damage to customer vehicles, customer or hired vessels, vehicle /vessel equipment, engine components and other associated vehicle parts, non-mobile machinery, storage compartments and machinery, environmental safety including air quality and customer fraud. Kindly refer to the individual Lots in Section 8.4 for more details.

The main objective of these inspections is to carry out testing to determine the percentage content of various constituents of fuel as per below:

1. Diesel, all Gasoils, LHO, HFO, MGO - Sulphur and /or FAME content
2. Diesel and Unleaded Petrol Routine Full tests – according the EU Fuel Quality Monitoring System (FQMS) and the schedules of L.N. 44 of 2008
3. Diesel – other parameters due to customer complaints
4. Unleaded Petrol – other parameters due to customer complaints
5. Biodiesel – various parameters

MRA uses the European Standard EN 14274 “*Automotive fuels – Assessment of petrol and diesel quality – Fuel quality monitoring system (FQMS).*” to carry out the above mentioned fuel quality inspections. This describes the FQMS for assessing the quality of gasoline (petrol) and automotive diesel fuel marketed in all Member States within the European Union. The document was endorsed in August 2003 and now is represented by the official publication of the Malta Standards Authority (EN 14274: 2003). This EN 14274 formulates the requirements to set up the FQMS in every each member state and describes the process. Specifications for automotive fuels contain climatic related parameters, since fuel orders change slightly at the end of April and at the end of September of each year.

The chosen laboratory/ies should apply confidentiality and should abide to the Data Protection Act (Chapter 440) at all times. Since the Fuel Testing Laboratory/ies is/are a customer of the MRA, the Laboratory/ies should act professionally and therefore on no account should provide information to any fuel storage or fuel retail facility or disclose any information to outsiders on imminent or past testing dates and fuel parameters tested for.

8.3.3 Details of the work involved

The services sought by the MRA are to help curb all possible fraudulent activities that could be carried out by fuel distributors, fuel wholesalers and petrol station operators and possible claims arising from such activities. These include the adulteration of fuel in various storage sites including the petroleum filling station tanks and auxiliary tanks.

The following services of the multi-purpose laboratory/ies are required:

- a. To test for the percentage content of various fuel components in relation to the petroleum market legislated under the *Quality of Fuels, Regulations* (or L.N. 44 of 2008) issued under the Malta Resources Authority Act, in order to help the MRA monitor the fuel quality within all Maltese territory.
- b. To provide results in electronic format within requested timeframes as specified further in this section below and to highlight any results appropriately (with a clearly defined colour scheme) if these exceed legal limits.
- c. To clean MRA sampling equipment. Whenever the need arises MRA compliance officers or representatives will request for cleaning sampling related equipment such as but not limited to:
 - Buckets containing sampling equipment
 - Ropes
 - Sample thieves and funnels
 - Tin /metal sampling containers
 - Volumetric testing receptacles
 - Glass sampling bottles.For the guidance of bidders, MRA expects the frequency of such cleaning to be around once per month. In the summer period, between May and September, this may rise to twice per month.
- d. Storage of samples is to be provided free of charge. On a normal basis all samples are to be retained for 90 days. After the 90 days have elapsed, no sample should be disposed of without a written instruction of an MRA representative. If samples are found to be out of specification and thus against the Law, these should be retained indefinitely by the laboratory even after the above mentioned period.
- e. To dispose of samples. Sample disposal is to be carried out at the cost of the tenderer after an authorisation in writing by an MRA representative. The laboratory is expected to dispose of the samples in an adequate manner and abiding to environmental laws. The fuel testing laboratory/ies will be requested to submit an environmental policy on how it will dispose of (or is disposing) any of the fuel samples provided and any cleansing agents used for receptacles and /or sample bottles. The environmental risks due to the disposal of all fuels may be requested.
- f. To give professional and technical help on fuel chemistry /specifications (e.g. possible claims and costs involved which may be associated to any engine, third party damages and pollution caused by individual parameters may be requested formally or informally to laboratory/ies chemists and other employees). Furthermore any of these employees mentioned may be summoned for eventual court sittings. The contact details and information belonging to these individuals should be disclosed if requested by the police / court order.

8.4 Specifications

8.4.1 Working Programmes

The work has to identify the following parameters. Note that a number of standards are mentioned below. If the laboratory chooses a different standard for a test other than the below mentioned ones, the laboratory has to prove the similarity to the mentioned standards, in terms of their validity and adequacy.

8.4.1.1 Lot 1: 1A to 1C – Sulphur and FAME Tests

The sulphur contents up to 0.0003 mass per cent may be done by any of the following methods and or specifications.

- ISO 20846 or
- D5453 or
- ISO 20884 or
- ASTM D 2622 or
- IP 490

The sulphur contents above 0.03 mass per cent may be done by the methods specified for 0.0003 mass per cent products above, and in addition by anyone of the following methods:

- ISO 8754 or
- ASTM D 4294 or
- IP 336 or
- ASTM D 2622

The FAME in diesel (mass %) should be carried out using standard EN 14078 or ASTM D 2622.

- Maximum time to forward result is 24 working hours (or 24 hours – working days only)
- Free of charge storage for a minimum of 90 days
- Free of charge disposal only after written authorisation by an MRA representative
- Clear identification of within specification results
- Highlighted identification of out of specification results

All testing for Sulphur content should be accredited to MSA EN ISO/IEC 17025:2005 or equivalent.

Note it is at the MRA's discretion to order testing with Sulphur only, FAME only or Sulphur and FAME tests simultaneously using the same sample provided.

8.4.1.2 Lot 2: 2A to 2B – FQMS for EN 590 and for EN 228

- FQMS Diesel EN 590 - according to schedule 2 of L.N. 44 of 2008 – to date the number of parameters currently total to five (5). This includes the Sulphur content accredited to ASTM D2622-08 and/or EN ISO 20846 and /or EN ISO 20884.

- Six working days for producing and sending results electronically
 - Free of charge storage for a minimum of 90 days
 - Free of charge disposal only after written authorisation by an MRA representative
 - Clear identification of within specification results
 - Highlighted identification of out of specification results
- FQMS Gasoline EN 228 - according to schedule 1 of L.N. 44 of 2008 – to date the number of parameters total to nineteen (19). This includes the Sulphur content accredited to ASTM D2622-08 and/or EN ISO 20845 and /or EN ISO 20884.
 - Six working days for producing and sending results electronically
 - Free of charge storage for a minimum of 90 days
 - Free of charge disposal only after written authorisation by an MRA representative
 - Clear identification of within specification results
 - Highlighted identification of out of specification results

8.4.1.3 Lot 3: Diesel - 3A to 3F – Other Parameters

- Total Contamination - Particulate Matter (PM) - Method – IP 440 (mg/l) and /or EN 12662
- (Water Content – Method by Karl Fisher – ASTM E-1064 and /or ASTM D-6304 and /or ISO 12937) Note - optional
- Cetane Number – Method EN ISO 5165, ASTM D613 or Cetane Index ASTM D4737 and /or ASTM D976 and/or EN ISO 4264
- Density at 15 °C – Method ASTM D 4052-09 and /or EN ISO 12185
- Distillation at 95% – Method ASTM D86
- PAHC – Method IP 391 and /or EN 12916
 - One day for producing results and sending result electronically
 - Free of charge storage for a minimum of 90 days
 - Free of charge disposal only after written authorisation by an MRA representative
 - Clear identification of within specification results
 - Highlighted identification of out of specification results

8.4.1.4 Lot 4: Petrol 4A to 4T – Other Parameters

- Research Octane Number – Method ASTM D- 2699 / ISO 5164
- Motor Octane Number – Method ASTM D- 2700 / ISO 5163
- Vapour pressure, summer period – Method ASTM D ASTM D5191
- Vapour pressure, winter period – Method ASTM D ASTM D5191
- Distillation 100 °C – Method ASTM D 86
- Hydrocarbon analysis – olefins – Method ASTM D1319
- Hydrocarbon analysis – aromatics – Method ASTM D1319
- Hydrocarbon analysis – benzene – Method EN 238
- Oxygen Content – Method ASTM D 5599
- Existent gum content – Method ASTM D381
- Oxygenates – Methanol – Method ASTM D 5599

- Oxygenates – Ethanol – Method ASTM D 5599
- Oxygenates – Iso-propyl alcohol – Method ASTM D 5599
- Oxygenates –Tert-butyl alcohol – Method ASTM D 5599
- Oxygenates - Iso-butyl alcohol – Method ASTM D 5599
- Ethers containing 5 or more Carbon atoms – Method ASTM D 5599
- Oxygenates – other oxygenates – Method ASTM D 5599
- Sulphur content accredited to Method ASTM D2622-08 and /or EN ISO 20846 and /or EN ISO 20884.
- Lead content – Method ASTM D3237
 - Six days for producing results and sending result electronically
 - Free of charge storage for a minimum of 90 days
 - Free of charge disposal only after written authorisation by an MRA representative
 - Clear identification of within specification results
 - Highlighted identification of out of specification results

8.4.1.5 Lot 5: Bio-diesel 5A to 5H - Parameters

Parameters to test for Bio-diesel (100%) are as follows:

- Oxidization Stability, 110 degrees Celsius – Method EN 14112
- CFPP / Filter Blocking Tendency – Method EN 116 or IP 309
- Ester Content (MIN 96.5 %) – Method EN 14103
- Total Contamination – Method EN 12662
- Water Content – Method EN ISO 12937, ASTM D6304
- Density – Method EN ISO 3675, EN ISO 12185
- Sulphur – Method EN 14103 / ASTM D 5453 / ASTM D 2622-08
 - Seven days for producing results and sending result electronically
 - Free of charge storage for bio-diesel shelf life or as advised by the MRA for further sample retention
 - Method of biodiesel storage – controlled temperature, humidity etc.
 - Clear identification of within specification results
 - Highlighted identification of out of specification results

PART 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION – if applicable - submitted)

Place and Date: _____

Publication reference: _____

Name & address of Contracting Authority: Malta Resources Authority
Millennia 2nd Floor, Aldo Moro Road, Marsa, MRS 9065

Period Contract for SERVICES OF A FUEL TESTING LABORATORY-
MRA/ENE/108/10

A TENDER SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		
Partner 2*		
Etc ... *		

* add/delete additional lines for partners as appropriate. Note that a sub-Contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

B CONTACT PERSON (for this tender)

Name	
Address	
Telephone	(____) _____
Mobile	(____) _____
Fax	(____) _____
E-mail	

C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Central Government Authority) for invitation to tender No [_____/_____] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:

Refer to Schedule of Price & Rates:

- Lot No [____]:[.....][description of services]
- Lot No [____]:[.....][description of services]
- Lot No [____]:[.....][description of services]
- Lot No [____]:[.....][description of services]
- Lot No [____]:[.....][description of services]

3 The rates/prices of our tender (inclusive of VAT and all of duties, other taxes and any discounts) is:

- Lot No 1: [.....]
- Lot No 2: [.....]
- Lot No 3: [.....]
- Lot No 4: [.....]
- Lot No 5: [.....]

4 This tender is valid for a period of 3 months from the final date for submission of tenders.

5 We are making this application in our own right and **[as partner in the consortium** led by < name of the leader / ourselves >] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.
- 8 We have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 9 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 10 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in clause 2.1.3. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 11 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname _____

I.D. / Passport Number _____

Signature of tenderer _____

Duly authorised to sign
this tender on behalf of _____

Company/Lead Partner VAT No.
(if applicable) _____

Stamp of the firm/Company: _____

Place and date: _____

PROOF OF PURCHASE (Receipt)

I confirm that the tender document was purchased by on our
Insert name of purchaser

exclusive behalf, on via as
Insert date of purchase Department's website/ Cash Office

attested by the receipt attached herewith.

(Please attach a copy of the purchase receipt, which demonstrates that the tender document was purchased before the closing time and date of this call for tenders.)

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

Date:

TENDERER'S DETAILS

Name of Tenderer/Joint Venture/Consortium	..........
Address	..........
Manufacturer	.....
Country of Origin	.....
VAT Registration Number (if applicable)	.....
Name of Contact Person	.....
I.D. / Passport Number	.....
Signature	.....
Date	.....

DATA ON JOINT VENTURE/CONSORTIUM (if applicable)

4.4.1	Name	.....
4.4.2	Managing Board's Contact Details	Address: Telephone: Fax: Email:
4.4.3	Agency in the state of the Contracting Authority, if any <i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>	Address: Telephone: Fax: Email:
4.4.4	Names of Partners	(i) (ii) (iii) (iv)
4.4.5	Name of Lead Partner	.....
4.4.6	Agreement governing the formation of the Joint Venture/Consortium <i>(Enclose Joint Venture/ Consortium Agreement)</i>	
	Place of Signature:	Date of Signature:
4.4.7	Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each.* * The Company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a Company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means.	

 -% -%
 -% -%

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

LIST OF LITERATURE (to be submitted with the tender)

Item	Description – please indicate	Reference in Technical Specifications	Tick Yes or No
a.	A copy of the laboratory’s ISO 9001 Certificate	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	MSA Certification of the laboratory	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	International Accreditation body of the laboratory – copy of Certificate	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
d.	Accreditation Certificate Copy – National Accreditation Board (NAB) Malta Certificate – ISO 17025:2005 or its amendments “General Requirements for the Competence of Testing and Calibration Laboratories”	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
e.	List of Lab Capabilities – accredited	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
f.	List of Lab Capabilities	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
g.	Environmental Policy on Sample Disposal	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
h.	A certified copy of the Memorandum and Articles of Association of the company or deed of partnership or other deed or authenticated agreement establishing the legal organisation	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No
i.	A certified copy of the registration certificate of the company issued by the Registrar of Companies or equivalent	1.2.11	<input type="checkbox"/> Yes <input type="checkbox"/> No

Failure to comply with this clause shall render the Tender offer null.

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

Date: _____

SUB-CONTRACTING *(if applicable)*

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

Service/s intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost	Experience in similar services (details to be specified)

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

STATEMENT ON CONDITIONS OF EMPLOYMENT

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

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

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

SPECIFICATIONS FORM

This form must be filled in and submitted with the tender document. Failure to fill in the form, or a form with incomplete information, or form containing ambiguous information shall disqualify the tendered submission.

(To be completed by the Tenderer or an Authorised Representative)

			REQUESTED SPECIFICATIONS	QUOTED SPECIFICATIONS	QUOTED SPECIFICATIONS COMPLIANT WITH REQUESTED SPECIFICATIONS (Y/N)
LOT 1	Section no.	Test-Routine	METHOD	METHOD	
	1A	Sulphur testing -ULSD Method should be accredited	EN ISO 20846, D5453, EN ISO 20884, ASTM D 2622, IP 490		
	1B	Sulphur testing - other diesel, Gasoil, HFO, etc. Method should be accredited	ISO 8754, ASTM D 4294, IP 336		
	1C	FAME content in EN 590 or Other diesel	EN 14078, ASTM D 2622		
LOT 2	Section no.	Test-Routine	METHOD	METHOD	
	2A	Full Test Diesel	according to schedule 2 of L.N. 44 of 2008		
	2B	Full Test Unleaded	according to schedule 1 of L.N. 44 of 2008		

			REQUESTED SPECIFICATIONS	QUOTED SPECIFICATIONS	QUOTED SPECIFICATIONS COMPLIANT WITH REQUESTED SPECIFICATIONS (Y/N)
LOT 3	Section no.	Contingency Test - Diesel	METHOD	METHOD	
	3A	Total Contamination Or Particulate Matter	IP 440 (mg/l), EN 12662		
	3B	Water Content	ASTM E-1064, ASTM D-6304, ISO 12937)		
	3C	Cetane No.	EN ISO 5165, ASTM D613, Cetane Index ASTM D4737, ASTM D976, EN ISO 4264		
	3D	Density at 15 C	ASTM D 4052-09, EN ISO 12185		
	3E	Distillation at 95%	ASTM D86		
	3F	PAHC	IP 391, EN 12916		

			REQUESTED SPECIFICATIONS	QUOTED SPECIFICATIONS	QUOTED SPECIFICATIONS COMPLIANT WITH REQUESTED SPECIFICATIONS (Y/N)
LOT 4	Section no.	Contingency Test - Petrol	METHOD	METHOD	
	4A	Research Octane Number (RON)	ASTM D- 2699, ISO 5164		
	4B	Motor Octane Number (MON)	ASTM D- 2700, ISO 5163		
	4C	Vapour pressure, summer period	ASTM D ASTM D5191		
	4D	Vapour pressure, winter period	ASTM D ASTM D5191		
	4E	Distillation 100 °C	ASTM D 86		
	4F	Distillation 150 °C	ASTM D 86		
	4G	Hydrocarbon analysis – olefins	ASTM D1319		
	4H	Hydrocarbon analysis – aromatics	ASTM D1319		
	4I	Hydrocarbon analysis – benzene	EN 238		
	4J	Oxygen Content	ASTM D 5599		
	4K	Existent gum content	ASTM D381		
	4L	Oxygenates – Methanol	ASTM D 5599		
	4M	Oxygenates – Ethanol	ASTM D 5599		
	4N	Oxygenates – Iso-propyl alcohol	ASTM D 5599		
	4O	Oxygenates –Tert-butyl alcohol	ASTM D 5599		
	4P	Oxygenates-Iso-butyl alcohol	ASTM D 5599		
	4Q	Ethers containing 5 or more C atoms	ASTM D 5599		
	4R	Oxygenates – other oxygenates	ASTM D 5599		
	4S	Sulphur content accredited	ASTM D2622-08, EN ISO 20846, EN ISO 20884		
	4T	Lead content	Method ASTM D3237		

			REQUESTED SPECIFICATIONS	QUOTED SPECIFICATIONS	QUOTED SPECIFICATIONS COMPLIANT WITH REQUESTED SPECIFICATIONS (Y/N)
LOT 5	Section no.	Biodiesel B100	METHOD	METHOD	
	5A	Oxidisation Stability 110 deg C	EN 14112		
	5B	CFPP	EN 116 IP 309		
	5C	Ester Content	EN 14103		
	5D	Total Contamination	EN 12662		
	5E	Water Content	EN ISO 12937 ASTM D6304		
	5F	Density	EN ISO 12185 EN ISO 3675		
	5G	Sulphur	EN 14103 ASTM D 5453 ASTM D 2622-08		

Name of Tenderer:

Date:

I.D. No.:

Signature:

SCHEDULE OF RATES

This form must be filled in and submitted with the tender document. Failure to fill in the form, or a form with incomplete information, or form containing ambiguous financial information (e.g. rates, totals etc) shall disqualify the tendered submission. (To be completed by the Tenderer or an Authorised Representative).

Lot No.	Tender Doc. Section No.	Fuel Name	Description of Fuel Test	Unit	Rate (€) (inclusive of VAT and all other applicable charges and taxes)	Annual amount of tests *	Total Value (€) (inclusive of VAT and all other applicable charges and taxes)
1		Routine					
	1A - 8.4.1.1	Diesel	Sulphur content by UV – accredited test with methods or specs: ISO 20846 or IP 490 or ASTM D5453, ASTM D 2622 or ISO 20884	No.		300	
	1B - 8.4.1.1	Diesel	Sulphur content EDXRF or WDXRF – accredited test with methods or specs: ISO 8754 or ASTM D4294 or IP 336 or ASTM D 2622	No.		36	
	1C - 8.4.1.1	Diesel	FAME content - ISO 14078	No.		100	
REF 1			SUB TOTAL for LOT 1 **				
2		Routine					
	2A - 8.4.1.2	Full Diesel Test	Full Test EN 590: 2009	No.		12	
	2B - 8.4.1.2	Full Unleaded Test	Full Test EN 228: 2008	No.		12	
REF 2			SUB TOTAL for LOT 2 **				

Lot No.	Tender Doc. Section No.	Fuel Name	Description of Fuel Test	Unit	Rate (€) (inclusive of VAT and all other applicable charges and taxes)	Annual amount of tests *	Total Value (€) (inclusive of VAT and all other applicable charges and taxes)
3		Contingency Diesel		No.			
	3A - 8.4.1.3	Diesel	Total Contamination (PM)	No.		1	
	3B - 8.4.1.3	Diesel	Water Content	No.		1	
	3C - 8.4.1.3	Diesel	Cetane number	No.		1	
	3D - 8.4.1.3	Diesel	Density @ 15°C	No.		1	
	3E - 8.4.1.3	Diesel	Distillation @ 95 %	No.		1	
	3F - 8.4.1.3	Diesel	Polycyclic aromatic hydrocarbons (PAHC)	No.		1	
REF 3			SUB TOTAL for LOT 3 **				
4		Contingency Unleaded Petrol					
	4A - 8.4.1.4	U/P	RON	No.		1	
	4B - 8.4.1.4	U/P	MON	No.		1	
	4C - 8.4.1.4	U/P	Vapour pressure, summer period	No.		1	
	4D - 8.4.1.4	U/P	Vapour pressure, winter period	No.		1	
	4E - 8.4.1.4	U/P	Distillation 100 °C	No.		1	
	4F - 8.4.1.4	U/P	Distillation 150 °C	No.		1	
	4G - 8.4.1.4	U/P	Hydrocarbon analysis - olefins	No.		1	
	4H - 8.4.1.4	U/P	Hydrocarbon analysis - aromatics	No.		1	
	4I - 8.4.1.4	U/P	Hydrocarbon analysis - benzene	No.		1	
	4J - 8.4.1.4	U/P	Oxygen Content	No.		1	

Lot No.	Tender Doc. Section No.	Fuel Name	Description of Fuel Test	Unit	Rate (€) (inclusive of VAT and all other applicable charges and taxes)	Annual amount of tests *	Total Value (€) (inclusive of VAT and all other applicable charges and taxes)
4 (cont)							
	4K - 8.4.1.4	U/P	Existent gum content	No.		1	
	4L - 8.4.1.4	U/P	Oxygenates – Methanol	No.		1	
	4M - 8.4.1.4	U/P	Oxygenates – Ethanol	No.		1	
	4N - 8.4.1.4	U/P	Oxygenates - Iso-propyl alcohol	No.		1	
	4O - 8.4.1.4	U/P	Oxygenates - Tert-butyl alcohol	No.		1	
	4P - 8.4.1.4	U/P	Oxygenates - Iso-butyl alcohol	No.		1	
	4Q - 8.4.1.4	U/P	Ethers containing 5 or more C atoms	No.		1	
	4R - 8.4.1.4	U/P	Oxygenates - other oxygenates	No.		1	
	4S - 8.4.1.4	U/P	Sulphur content - ref to 7.4.1 for accreditation	No.		1	
4T - 8.4.1.4	U/P	Lead content	No.		1		
REF 4			SUB TOTAL for LOT 4 **				
5		Biodiesel B100					
	5A - 8.4.1.5	Biodiesel B100	Oxidation stability, 110 °C	No.		18	
	5B - 8.4.1.5	Biodiesel B100	CFPP / Filter Blocking Tendency	No.		18	
	5C - 8.4.1.5	Biodiesel B100	Ester Content (MIN 96.5%)	No.		6	
	5D - 8.4.1.5	Biodiesel B100	Total Contamination	No.		6	
	5E - 8.4.1.5	Biodiesel B100	Water Content	No.		6	
	5F - 8.4.1.5	Biodiesel B100	Density	No.		6	
5G - 8.4.1.5	Biodiesel B100	Sulphur	No.		6		
REF 5			SUB TOTAL for LOT 5 **				

Quoted Rates cover all services listed in section 8.3.3 and the specifications set Out in section 8.4 of the tender document.

*** The Number of tests are only indicative and may be decreased or increased as may be required.**

**** Total cost of tests per lot in Euro (€) should be added and the value thereof input in the SUB TOTAL box.**

Name of Tenderer _____

Signature _____

ID No. _____

Date _____

Tenderer's Declaration:

I hereby bind myself to deliver the Lots tendered for within from date of Order to Start Services.

Name of Tenderer: _____ **Date:** _____

I.D. No.: _____ **Signature:** _____

SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Chief Executive Officer
Malta Resources Authority
Millennia
Aldo Moro Road
Marsa MRS 9065
Malta

[Date]

Dear Sir,

Our Guarantee Number for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Malta Resources Authority and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under MRA/ENE/108/10, whereby the contractor undertook the Fuel Testing Laboratory for the Malta Resources Authority in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of XX thousand Euros €XXXX in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and 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 aforementioned expiry date.

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

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....
[Signatory on behalf of Guarantor]

TENDER SUBMISSION CHECKLIST

The Tenderer is requested to tick in the boxes below to cross check that all documentation required in the Tender Document are completely filled-in and submitted with his/her Tender submission.

- SCHEDULE OF PRICES & RATES**
- TENDERER'S DETAILS FORM**
- FORM OF TENDER**
- PROOF OF PURCHASE**
- DATA ON JOINT VENTURE/ CONSORTIUM FORM (IF APPLICABLE)**
- SUB-CONTRACTING FORM (IF APPLICABLE)**
- STATEMENT ON CONDITIONS OF EMPLOYMENT FORM**
- SPECIFICATION FORM**
- FULL DETAILED LITERATURE IN ENGLISH LANGUAGE**
- ENVIRONMENTAL POLICY ON SAMPLE DISPOSAL**
- ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)**
- NO ALTERATIONS TO THE DOCUMENT HAVE BEEN MADE**
- BID BOND**

Name of Tenderer: _____ **Date:** _____

I.D. No.: _____ **Signature:** _____

BID BOND

Whereas the Malta Resources Authority has invited tenders for

and whereas Messrs _____ (Name of tenderer) hereinafter referred to as the Tenderer is submitting such a tender in accordance with such invitation, we

_____ (Name of Bank) hereby guarantee to pay you on your first demand in writing maximum sum of One thousand Euros (€ 1000) in case the Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in accordance with the Conditions Contract.

The guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand justified.

The guarantee expires within six calendar months starting on the closing date, (that is it is valid for six months from the closing date of this tender at the close of business), and 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 at this office in writing not later than the above mentioned expiry date.

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

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not and our liability hereunder shall terminate.

Yours faithfully,

Bank Manager

Date