



MALTA RESOURCES AUTHORITY

Malta Resources Authority

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SUBJECT: TENDER FOR THE PROVISION OF
VERIFICATION SERVICES ON SECURITY OIL STOCK

Tender Document: (MRA/ENE/37/2013/1)

The cost of this tender dossier is free.

IMPORTANT

This Tender does not require the submission of a Bid Bond

**TENDER FOR THE PROVISION OF VERIFICATION SERVICES ON
SECURITY OIL STOCK**

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TENDER FOR THE PROVISION OF VERIFICATION SERVICES ON SECURITY OIL STOCK

PART 1:

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 the provision of verification services by suitable qualified professionals.

The successful tenderer will be expected to provide verification services on a 3 monthly pattern to all economic operators of fuels with regards to minimum stocks of crude oil and/or petroleum products for a period of one year (from May 2014 to May 2015). He/She is expected to verify that crude oil and/or petroleum suppliers conform to the Council Directive 2009/119/EC of 14th September 2009.

- 1.1.2 DELETED

- 1.1.3 Prospective bidders are to ensure that their Tender Document shall contain no changes or alterations, other than those made in accordance with the instructions issued by the Contracting Authority (which are issued as clarification notes or addenda) or those necessitated by errors on the part of the tenderer. In this case, bidders shall ensure that any corrections are properly and duly crossed, dated and initialled in ink by the person signing the tender.

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, following signing of the contract agreement.

- 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.) shall 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. **Failure to submit this form completed in all respects, shall disqualify the bid.**
- 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 DELETED
- 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. In the event that a prospective tenderer does not intend to bid as a Joint Venture / Consortium, this form need not be completed.
- 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. In the event that a prospective tenderer does not intend to sub-contract the works or any part thereof, this form need not be completed.
- 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. In addition, bidders are required to submit and complete the form entitled “**Breakdown of Tenderer’s Employee Costs**” clearly indicating the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.
- 1.2.10 A form entitled: “**Specifications 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 corroborates the details filled in the Specification Form. All Documents provided shall be written in English Language. **Failure to comply with this clause shall render the Tender offer null.**
- 1.2.12 Tenderers shall submit with their offer **CERTIFICATES/LOGBOOKS/INSURANCES/PERMITS ETC.** **Failure to comply with this clause shall render the Tender offer null.**
- 1.2.13 **Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed. The Contracting Authority shall bear no responsibility for the loss of any documents which are not bound with the tender offer.**

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) or via e-mail (email 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 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.
- 2.1.13 DELETED

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 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several

liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.

- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

2.2.4 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 Multiple Tenders

2.3.1 A tenderer may submit multiple tender offers.

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 initialled 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 initialled 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 works/supplies/services as described in the Tender Document.
- 2.8.2 The tenderer shall provide a breakdown of the overall rates/prices in Euro (€).

Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed. **Rates and prices shall be entered against each item in the bill of quantities/schedule of prices/rates, or otherwise specifically declared as 'Nil' or 'Included' in writing. The price of any item in the bill of quantities/schedule of prices/rates, against which no interpretable entry in writing has been made (i.e. either left blank or marked with a dash or other such unreadable signs), wilfully or otherwise, shall be deemed 'Nil' or 'Included' in other items of the bill of quantities. Requests for correction of such entries during the**

execution of the contract shall not be entertained.

2.8.3 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. Tenderers shall ensure that the Tender Forms submitted are complete in all respects. Failure to abide by this clause shall be treated as follows:

- When a single Tender Form is submitted with one or more options included in one Tender Form, the whole tender offer shall be rejected and rendered null;
- When one or more Tender Forms are submitted, either to cover one option or to cover a number of options and one or more of these Tender Forms are not completed properly and in all respects, the options relative to the invalid Tender Forms shall be rejected and the options rendered null. The evaluation committee shall proceed to evaluate only the option or those options with a fully completed and valid Tender Form

2.8.4 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.

2.8.5 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 with respect to late payment (Article 26) are not applicable.

2.9.3 The Contractor shall be bound to conform in all respects with VAT legislation and regulations. Prospective bidders should note that the Malta Resources Authority is a non-taxable legal person in accordance with the provisions of the Value Added Tax Act, 1998. MRA is not registered for VAT purposes (i.e. it does not have a VAT number) and fiscal receipts have to be issued by the Contractor to the Authority for all payments effected.

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.

2.10 DELETED

2.11 Conditions of Employment

2.11.1 The following conditions are mandatory conditions of any service contract resulting from the outcome of this tender:

1. A guarantee that the services provided will not be subcontracted to third parties.

This limitation on sub-contracting is strictly limited to cases where the sub-contractor being awarded work by the tenderer has employees of the tenderer who are also in the employ of the sub-contractor and are carrying out, with the subcontractor, the same or very similar duties as those in their contract of employment with the tenderer. In addition to any sub-contractor will need to agree to all the other conditions laid down in this tender whilst the tenderer will remain responsible for all the work or services provided in the contract including those carried out by the sub-contractor

2. A guarantee that the contractual work will not be carried out by self-employed persons but solely by employees of the tenderer.

This exclusion does not apply to bona fide self-employed individuals, and that the tenderer is guaranteeing that no work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order, LN 44/2012, is that of an employee.

3. A guarantee that all the employees of the tenderer, whether providing services to the contracting authority or not, have a written contract of service and are registered with the Employment & Training Corporation. On award of the contract the tenderer shall furnish a list of employees who will be providing services to the contracting authority as well as having copies of the written contracts of service of any of the employees available at any time for inspection.
4. Tenderer shall ensure that all employees are to be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
5. Tenderer shall ensure that employee's wages/salaries are paid only by direct payment in the employee's bank account.
6. The tenderer is to guarantee that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips are to be made available as and when required by the Director of Industrial & Employment Relations.
7. The contractor shall be obliged to specify the minimum hourly workers' costs in tenders involving the provision of employees' services and shall also provide a

breakdown of the employee costs in tenders where the tender requires a global sum covering the services to be provided.

- 2.11.2 Apart from the above conditions which the tenderer must abide with, the Authority will - for any contracts awarded - keep accurate timesheets of the work carried out by the tenderer's employees. The tenderer shall be bound to ensure that any employees provided to carry out services at the Authority shall be obliged to register their presence at the Authority's premises on these timesheets.
- 2.11.3 Following the award of the tender, if it results that a tenderer has not adhered in any way to the conditions of the contract and/or has in any way breached industrial and employment legislation, then the contract may be terminated. In addition the Director General (Contracts) (Contracts) may also terminate any other contract/s that such contractor may have with any other Government Department or Public Sector Organisation.
- 2.11.3 Any breach of regulations emanating from the Employment and Industrial Relations Act, the Employment and Training Services Act and the Occupational Health and Safety Authority Act may constitute sufficient grounds for the termination of any contract awarded as indicated above.
- 2.11.4 Tenderers shall submit the Statement of Conditions of Employment including all attachments referred to therein with their tender offer.

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 of the Malta Resources Authority, Marsa by the time and date indicated in the attached notice. Tenders are to be delivered to the following address:

**The Financial Controller
Finance and Administration Section
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. **Any other method of submission 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. **Bid Bond** (NOT APPLICABLE)
 - b. **General Administrative information** (See also Note 2 below)
 - (i) **Tenderer's Details Form** as per Clause 1.2.4
 - (ii) **Proof of Purchase** as per Clause 1.2.6 (NOT APPLICABLE)
 - (iii) **Data on Joint Venture/ Consortium Form** (if applicable) as per Clause 1.2.7
 - (iv) **Sub-contracting Form** (if applicable) as per Clause 1.2.8
 - (v) **Statement on Conditions of Employment and Breakdown of Tenderer's**

Employee Costs as per Clause 1.2.9 and Section 2.11

(vi) **Specifications Form** as per Clause 1.2.10

c. **Financial and Economic Standing** (See also Note 2 below)

No Evidence of economic and financial standing is required

d. **Technical Capacity** (See also Note 3 below)

(i) Personnel (Key Experts) to be employed on contract

e. **Evaluation Criteria/Technical Specifications** (See also Note 3 below)

- (i) Tenderer's Technical Offer in response to the specifications/Terms of Reference including:
 - Organization & Methodology
 - Rationale
 - Strategy
 - Timetable of Activities
- (ii) **Technical Literature / List of Samples, in English Language** as per Clause 1.2.11 (NOT APPLICABLE)
- (iii) **Tender Form** in accordance with the form provided as per Clause 1.2.4; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
- (iv) A financial bid in the form provided entitled **Schedule of Rates / Prices** as per clause 1.2.2
- (v) (Any other relevant documentation of a financial nature]

Notes to Clause 3.1.5

1. Tenderers will be requested to clarify/rectify, within two working days from notification, the bid bond only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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 Finance and Administration Section of the Malta Resources Authority, Marsa, 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 Finance and Administration 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:

- a) Eligibility Criteria
- b) Technical Compliance
- c) 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.

5.1.2 DELETED

5.1.2 The Contracting Authority reserves the right to award the contract covered by this tender to one or more tenderers as shall be deemed the most advantageous.

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 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 Letter of Acceptance.

5.4.2 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.**

5.4.3 In submitting this tender, the tenderer is certifying his/her acceptance in full of all the tender terms and conditions, including all addenda issued by the Contracting Authority prior to the closing date for the submission of tender offers. The successful tenderer may, upon the issue of the Letter of Intent, be requested to endorse all sheets of the tender document and any addenda issued during the tenders' submission period as a means of confirmation of his/her acceptance of all the contents thereof, and he/she shall do so without any reservations or conditions. **Requests to waive particular terms, conditions or specifications, shall not be entertained and may result in termination of the contract.**

5.4.4 Within 5 working days from receipt of letter of intent from the Contracting Authority, the successful tenderer shall call at the Finance and Administration 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.

5.4.5 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).

- 5.4.6 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.

- 5.4.7 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.
- 5.4.8 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.
- 5.4.9 For contracts of a value equal or greater than €10,000, 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.
- 5.4.10 For contracts of a value less than €10,000, no performance guarantee will be required to be submitted.

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 contract 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

6.1.1 The full set of General Conditions for Supply / Works / Services can be viewed/downloaded from:

www.contracts.gov.mt/conditions

6.1.2 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.

6.1.3 Any reference made in the General Conditions for Service Contract to “Volume 1 Section 4.10 (Organisation & Methodology)” shall be considered as reference to “Part 2 – Organisation & Methodology”.

6.1.4 Any reference made in the General Conditions for Service Contract to “Volume 3 Section 1 (Terms of Reference)” shall be considered as reference to “Part 1 – 8.0 Tender Specifications and Conditions” of the tender document

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 works/supplies/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 subcontractors, 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 all 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, qualification and skill 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 abovementioned 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 contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means use by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Chief Executive.
- 7.1.15 The Chief Executive may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have the power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
- 7.1.16 The Authority is not bound to accept the lowest or any tender and shall not give reasons for the acceptance or rejection of a particular tender.

- 7.1.17 The Authority reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
- 7.1.18 The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- 7.1.19 Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.

7.3 Ethics Clauses

- 7.3.1 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.
- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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.
- 7.3.5 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.
- 7.3.6 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.
- 7.3.7 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.
- 7.3.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 7.3.9 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.

- 7.3.10 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.

7.4 Data Protection and Freedom of Information

- 7.4.1 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.
- 7.4.2 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.

7.5 Gender Equality

- 7.5.1 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 The Council Directive 2009/119/EC of 14 September 2009 impose an obligation to all EU Member States to maintain minimum stocks of crude oil and/or petroleum products. It is transposed by Legal Notice 109 of 2013. This particular directive requires that the total oil stocks maintained at all times within the Community for their benefit correspond, at the very least, to 90 days of average daily net imports or 61days of average daily inland consumption, whichever of the two quantities is greater. In order to verify the stockholding obligations, the Authority is issuing a Tender document for the provision of verification services. This is to be done 4 times in one year by a suitably qualified and licensed audit firm on licencees who are authorised or required to hold stock in Malta.

8.2 Contract Terms

- 8.2.1 The Contract shall be operative for a period of one year. The commencement of this contract shall be upon the issuance of the '**Order to Start Works**', issued by the Contracting Authority. The Contractor will be expected to sign a confidentiality agreement prior to the commencement of the contract.
- 8.2.2 **The successful bidder is responsible to be fully aware of the council directive 2009/119/EC of 14th September 2009.** The objective of this tender is that the successful bidder will review and be responsible to the security oil stock review and update the Authority accordingly. The Contractor is required to perform the necessarily verification that each crude oil and/or petroleum product supplier is conforming to the Legal Notice 109 of 2013.

8.3 Contract Specifications

- 8.3.1 The Contractor is to perform the site audits to all economic operators and Oil Tanking in Malta and to verify for any security stocks which are held under bilateral agreements, or contractual rights both on national and international scale (tickets).

8.3.2 *Site Audits:*

The Contractor is to perform the site audit 4 times in one year to the 6 Crude Oil and/or petroleum economic operators and Oil Tanking in Malta. The registered tanks of each economic operator are listed in Table 1 below. However such information is subjected to change according to the Authority decision. The audit shall consist of physical spot checks that are necessary in order to verify that the registered emergency stock reported and documented by the economic operator corresponds to the stockholding obligations mentioned in the Council Directive 2009/119/EC. It is requested the tenderer at application stage, should show the methodology of how the works of measuring the volume of the tanks are going to be done. The audit shall not include any calibrations. The contractor is to give reasonable notice to the registered economic operator regarding the planned site audit at least 1 week before, in written form. Audit is to be done as scheduled during working hours.

<i>Economic Operators</i>	<i>Site</i>	<i>Number of Physical Tanks</i>
1	A	8
	B	12
	C	19
	D	16
	E	10
2	A	22
3	A	12
4	A	6
5	A	3
6	A	12
7	A	30

Table 1: Number of Physical tanks registered by each Economic Operator in Malta

8.3.3 *Bilateral Agreements:*

Successful Contractor shall verify with each individual main crude oil and/or petroleum product supplier for any security stocks which are held under bilateral agreements, or contractual rights both on national and international scale (tickets). If the tickets are located on the Maltese islands, these needs to be audited but if the tickets are located externally (both fixed and also in barges form), agreements and contractual rights need to be verified for fulfilment with the obligations set by the Directive 2009/119/EC.

8.3.4 The contact point within the Authority for the Contractor will be the Chief Executive Officer, or any other officer as may be designated by the Chief Executive Officer. The Contractor must provide and present accurate and timely reporting to Chief Executive Officer and when requested to the Authority. The Authority will not provide any office space, accommodation or equipment to the contractor or his/her staff.

8.4 Interim Reports and Payment Terms

- 8.4.1 The Contractor shall submit an interim report to the Authority after every verification of all emergency stocks. The following is the schedule for the audits and the deadlines for the interim reports:

<i>Audit Date</i>	<i>Deadline for the Interim Report</i>
1 st September 2014	By 30 th September 2014
1 st January 2015	By 31 st January 2015
1 st March 2015	By 31 st March 2015
1 st June 2015	By 30 th June 2015

Authority shall provide the registry of the reported emergency stock and the contractor is obliged to verify that it is correctly reported by the respective economic operator. The interim report should include detail verification of the register which contain, in particular, information needed to pinpoint the depot, storage facility where the stocks in question are located (identification of tanks), as well as the quantities involved, the owner of the stocks and their nature. At the end of the service contract, the contractor shall forward a final report with the necessary recommendations that should be followed by the Authority.

Two copies of the reports referred to above must be submitted to the Chief Executive Officer or any other officer as may be designated by the Chief Executive Officer. Reports must be written in English.

- 8.4.2 Payment under this contract shall be made in 4 segments. Contractor is to be paid 20% after every presentation of the first 3 interim verification reports to the Authority, and 40% after submission of final report.

8.5 Audit Firm

This tender invites audit firms or individuals to deliver the required verification exercise as outlined in this tender document. The bidder must respect one of the following conditions:

- The Audit firm must be a member of a national accounting or auditing body or institution which in turn is member of the International Federation of Accountants (IFAC)
- The Audit firm is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive 2006/43/EC of the European Parliament and of the

Council (this applies to auditors and audit firms based in an EU Member State).

- The Audit firm is registered as a statutory auditor in the public register of a public oversight body in a Mediterranean Partner Country and this register is subject to principles of public oversight as set out in the legislation of the country concerned (this applies to auditors and audit firms based in a Mediterranean Partner Country).

Furthermore, the following criteria is compulsory to all bidders:

- The Audit Firm must have at its disposal the services of an engineering expertise and lawyer service that will provide/help in conducting the required auditing (physical spot checks), contracts inspection and also the requested reporting to the Contracting Authority.

8.6 Engineering Experts

- The engineering experts must be in possession of a warrant.
- Have the ability to communicate in the Maltese and English Languages.

8.7 Lawyer

- The advocate must be in possession of a warrant.
- Have the ability to communicate in the Maltese and English Languages.

By completing the form 'Professional Staff Overview', tenderers are being requested to give the name and details of the persons who will be performing the services forming the scope of the Tender. In the interests of consistency, expediency and efficiency in the performance of the work, it is expected that, as far as possible, the Contractor deploys the same professional staff member over the term of the contract. The tenderer shall submit a CV of the professional staff proposed to work on the project, a copy of the respective warrants and valid police conduct certificate/s issued within the last 6 months.

8.8 Documentation to be provided by Contracting Authority:

1. The sites where the security oil supply is being held and reported by the six economic operators and Oil Tanking.
2. The exact volumes of security oil supply being held and reported by the six economic operators and Oil Tanking.

8.9 Method Statement:

The bidder is requested to submit a method statement. The method statements should be precise, clear and provide enough detail on professional operation and approach. Any

graphic or diagrammatic means to improve understanding is encouraged. It is important that the method statement details how the process will be carried out. It should also detail the possible dangers/risks associated with the verification process and the methods of control to be established so as to show how the work will be managed safely and precisely.

8.10 Confidentiality Agreement:

A confidentiality agreement is to be signed by the partners of the firm and by each person that is going to be involved in the execution of the contract. Furthermore, if the contractor is found in breach of the confidentiality agreement, the Authority has the permission to issue a fine of ten thousand euros (10, 000euros). This will override any other provisional acts.

PART 2:

TENDER FORM

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

Place and Date:

Publication reference: MRA / ENE/31/2013/1

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

Tender for the Provision of Verification Services on Security Oil Stock

A TENDER SUBMITTED BY

A. TENDER SUBMITTED BY:		<i>(This will be included in the Summary of Tenders Received)</i>	
In case of a Joint Venture/Consortium: Name(s) of Leader/Partner(s)		Nationality	Proportion of Responsibilities ²
Leader ¹			
Partner ¹			
Etc ...			

1. 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)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (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).

Service intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost ³
1		
2		
(.)		

3. The maximum amount of sub-contracting must not exceed [100%] of the total contract value. The main contractor must have the ability to carry out at least [.....%] of the contract works by his own means.

B CONTACT PERSON (for this tender)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____
Address	..... ..... .....	
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 Contracting Authority) for invitation to tender No **MRA/ENE/37/1** of 2014. 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 / supply, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services / supplies:

Audit

- 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. 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 7 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: _____

TENDERER'S DETAILS

Name of Tenderer/Joint Venture/Consortium	..........
Address	..........
Manufacturer⁰	.....
Country of Origin	.....
VAT Registration Number (if applicable)	.....
Name of Contact Person	.....
I.D. / Passport Number	.....
Email address	.....
Telephone Number	.....
Fax 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:

SUBCONTRACTING (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

Signature:

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

Date:

STATEMENT ON CONDITIONS OF EMPLOYMENT

1. I hereby declare 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.
2. I hereby declare that no part of the services to be provided under this contract shall be sub-contracted for the cases specified in Clause 2.11.1 1 of the tender dossier
3. I hereby declare that the service being provided under this contract will not be carried out by self-employed persons registered with the Maltese Authorities, but will be carried out solely by my employees. Self-employed personnel may be engaged as partners in a Joint Venture/Consortium. This exclusion does not include bona fide self-employed individuals as specified in Clause 2.11.1 2 of the tender dossier.
4. I hereby declare that all my employees have a written contract of service and are registered with the competent authority of my country.
5. I hereby declare that my employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social contributions and income tax).
6. I hereby declare that all the wages/salaries of my employees are paid only by direct payment in the employee's bank account.
7. I hereby declare that during the execution of this contract, if and when requested by the Contracting Authority or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection.
8. I hereby declare that I shall submit to the Contracting Authority a list of the employees to be engaged on the contract after the award of the contract.
9. I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.
10. I am hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

Name and surname

Signature of Tenderer

I.D. No

Date

SPECIFICATIONS FORM

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

Tender reference	Tender - Minimum Requirements	Specifications of proposal offered by Tenderer: <i>To be filled in by Tenderer</i>	Confirmation whether tenderer's offer meets tender's minimum requirements – <i>Mark Y (Yes) or N (No) as applicable</i>
	The Audit firm must be a member of a national accounting or auditing body or institution which in turn is member of the International Federation of Accountants (IFAC)		
	The Audit firm is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive 2006/43/EC of the European Parliament and of the Council (this applies to auditors and audit firms based in an EU Member State).		
	The Audit firm is registered as a statutory auditor in the public register of a public oversight body in a Mediterranean Partner Country and this register is subject to principles of public oversight as set out in the legislation of the country concerned (this applies to auditors and audit firms based in a Mediterranean Partner Country).		
	The Audit Firm must have at its disposal the services of an engineering expertise that will provide/help in conducting the required auditing (physical spot checks) and also the requested reporting to the Contracting Authority.		
	The engineering experts must be in possession of a warrant.		
	The lawyer must be in possession of a warrant.		
	Both lawyer and engineering expertise have the ability to		

Tender reference	Tender - Minimum Requirements	Specifications of proposal offered by Tenderer: <i>To be filled in by Tenderer</i>	Confirmation whether tenderer's offer meets tender's minimum requirements – <i>Mark Y (Yes) or N (No) as applicable</i>
	communicate in the Maltese and English Languages.		

Name of Tenderer: _____

Date: _____

I.D. No.: _____

Signature: _____

PROFESSIONAL STAFF OVERVIEW

Name of Professional	Educational Background	Qualifications

Tenderers are requested to substantiate their claims by submitting a CV of the Professional Staff proposed to work on the project, photocopies of warrant and police conduct certificate.

Signature:

.....

..

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

Date:

.....

..

TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

(To be tailored to the specific requirements of the tender and in particular should reflect what is requested in the Terms of Reference)

To be completed by the tenderer

1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in Note 3 in Section A of Volume 1 Section 2 - Tender Form, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

SCHEDULE OF PRICES & 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)

Item	Description	Total - Euros (inclusive of VAT, ECO- Contribution and any other charges/taxes)
1	Audit	

Tenderer's Declaration:

I hereby bind myself to complete the services tendered for within _____ from date of Order to Start Works.

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 Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [MRA File Reference], whereby the contractor undertook the [title of contract] 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 €[amount in works and numbers] 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 RATES & PRICES

TENDERER'S DETAILS FORM

FORM OF TENDER

DATA ON JOINT VENTURE/ CONSORTIUM FORM (IF APPLICABLE)

SUB-CONTRACTING FORM (IF APPLICABLE)

STATEMENT ON CONDITIONS OF EMPLOYMENT FORM

Attachments to Statement on Conditions of Employment Form –

1. Minimum hourly workers' costs
2. Breakdown of the employees' costs in global sum contracts

SPECIFICATIONS FORM

ORGANISATION & METHODOLOGY

CERTIFICATES ETC

WARRANTS OF THE ENGINEERING EXPERTS

WARRANT OF LAWYER

POLICE CONDUCT CERTIFICATES

METHOD STATEMENT

ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)

TENDERERS MUST INDICATE WHERE THE ABOVE DOCUMENTATION IS TO BE FOUND IN THEIR OFFER BY USING AN INDEX. ALL DOCUMENTATION IS TO BE SECURELY BOUND/FILED.

I confirm that no alterations to the tender documents or any of the schedules, forms or other attachments have been made.

Name of Tenderer: _____ Date: _____

I.D. No.: _____ Signature: _____