

Brincat Anna at Parlament-MT

Dok. 7.

From: Brincat Anna at Parlament-MT
Sent: Wednesday, 28 August 2013 15:48
To: Bonnici Owen at OPM; Agius Chris at Parlament-MT; Caruana Justyne at Parlament-MT; beppefa@go.net.mt; Debono Kristy at Parlament-MT; lucio74b@gmail.com
Cc: Azzopardi Jason at Parlament-MT
Subject: FW: Procurement Policy
Attachments: 130828134412_0001.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hon. Members - PAC

Attached as requested.

Regards

Anna

From: Galea Antoine S at Enemalta [<mailto:antoine.s.galea@enemalta.com.mt>]
Sent: Wed 28/08/2013 3:09 PM
To: Brincat Anna at Parlament-MT
Subject: Procurement Policy

Dear Ms. Brincat,

Attached please find Procurement Policy 2.2

Best Regards

Antoine Galea

**Executive Head Finance
Enemalta Corporation**

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Dok. 8.



PETROLEUM PROCUREMENT POLICY

Enemalta Corporation

Church Wharf

Marsa MRS1000

Malta

1. Document Reference

CCO002C/11

2. Document Type

Policy

3. Security Classification

Restricted to names listed in the Distribution list below only.

4. Synopsis

This document contains the policy governing the fuel procurement process undertaken by the Corporation. It regulates the operations of the Fuel Procurement Committee.

5. Change and Distribution

Author	Change Controller	Distribution Controller
Allan Micallef (CCO)	Fuel Procurement Committee	Fuel Procurement Committee

6. Distribution List

Mr. Louis Giordimaina (Chairman)
Mr. William Spiteri Bailey (Deputy Chairman)
Mr. David Xuereb (Board Member)
Mr. Antoine Galea (CFO)
Ing. Allan Micallef (CCO)
Mr. Godfrey Scicluna (FC, Petroleum)
Ing. Philip Borg (Manager, Petroleum)
Ms. Janice Mercieca (Risk Manager)
Ing. Ivan Bonello (Procurement Manager)

7. Modification History

Version	Date	Comments
Version 1.0	26 th January 2011	
Version 1.1	28 th April 2011	
Version 1.2	6 th June 2011	
Version 2.0	26 th July 2011	
Version 2.1	18 th August 2011	
Version 2.2	14 th December 2011	

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Legislative background

Enemalta Corporation is authorized to procure fuel through methods other than through the Public Procurement Regulations (S.L. 174.04). This possibility emanates from the Enemalta Act, in particular from Article 35 of the Enemalta Act which clearly excludes the procurement of petroleum from the general public procurement rules:

(1) Enemalta shall only enter into contracts for the procurement of goods, services or materials, other than petroleum, or for the execution of works, in accordance with the Public Procurement of Entities operating in the Water, Energy, Transport and Postal Services Sectors Regulations:

Provided that the Minister may further limit Enemalta's procurement procedures.

(2) Enemalta shall obtain petroleum in such manner and under such terms and conditions as it may, with the concurrence of the Minister, determine or agree'

Furthermore, the definition of 'petroleum' provided under the Act is as follows:

"petroleum" means all natural hydrocarbons whether in liquid or gaseous form, including crude oil, liquefied petroleum gas and natural gas, and whether in a crude or natural state or in a processed or refined form;

It was confirmed from technical chemist expertise that bio-diesel can be classified as a natural hydrocarbon. This means that the above applies to the purchasing of ALL fuels required by the Corporation.

Fuel Procurement Committee

Constitution of the Committee

Enemalta purchases fuels through a Fuel Procurement Committee set up through a Board of Directors resolution. Members on this Committee are appointed by the Board of Directors. The Chairman of this Committee is the Chairman of the Corporation. The other members on this committee are a Board Director, the Chief Executive Officer, the Chief Financial Officer, the Chief Commercial Officer, the Risk Manager, Financial Controller (Petroleum Division) and Manager (Petroleum Division). The Secretary to the Fuel Procurement Committee will be the Risk Manager. In the absence of the Risk Manager the Financial Controller (Petroleum Division) will act as Secretary to the Committee.

The Committee convenes as required when there is an invitation to tender for fuel. Committee meetings are convened by the Chairman. In case the Chairman is not available to chair a meeting he may delegate the Chief Executive Officer to chair the meeting on his behalf. The quorum required for a meeting to take place is of five committee members one of which must be the Chairman or CEO.

Tendering Procedure

General consideration

The procurement of fuels is carried out by using a restricted tendering procedure. However, the Corporation may decide to adopt an open tendering procedure in order to procure petroleum products. As per the provision of Article 35 of the Enemalta Act, any tendering procedure adopted will not be governed by the Public Procurement Regulations. It is envisaged that the open tendering procedure may be required in instances where:

1. The Corporation needs to test the market for new products.
2. The Corporation needs to test the market for new suppliers.
3. The Corporation feels that the open tendering procedure will be of a greater benefit than the restricted tendering procedure.

Restricted tendering procedure

The tendering procedure adopted for the purchase of fuels is a restricted procedure in that tenders for the supply of fuels are not published. The Invitation To Tender (ITT) is sent only to organisations listed in a specific mailing list set up for this purpose. Any organisation may register to be included in this mailing list by sending a request to the Corporation through any of its official contacts. All requests are forwarded to the attention of the Fuel Procurement Committee.

Registration of commercial operators (direct fuel suppliers) involves sending an application consisting of the corporate profile of the organization together with at least two references of reputable organizations to whom the potential candidate had supplied fuel in the 24 months immediately preceding the registration application.

Registration of other organisations such as agents and intermediaries, or any other interested parties such as diplomatic or international governmental organisations who would be interested in receiving the ITT to contact commercial operators in order that the latter may submit a bid is also possible. Such organisations are also to apply in writing to the Corporation, giving a detailed description of their activities and listing possible potential contacts. Such organisations, once approved for inclusion in the mailing list cannot submit a bid directly since the bid needs to be made by or on behalf of a commercial operator. It is therefore being made clear that the

commercial operator eventually submitting the bid, or on behalf of which the bid will be made, needs to be approved as per the above procedure for commercial operators.

Acceptance or otherwise of the registration application for both the above cases is given by the Fuel Procurement Committee based on the credibility of the information submitted by the candidate. The Committee may contact the referees and may also carry out due diligence checks on both the candidate and the referees. The decision of the Committee is final.

The Committee reserves the right to renew the mailing list from time to time as it deems necessary by asking organisations already listed in the mailing list to re-register in order to update the list of reputable references.

Organisations are also free to un-register from this mailing list at any time by sending an Email to itt.emc@enemalta.com.mt clearly requesting the un-registration from this mailing list. All such requests will be acknowledged.

Invitation to tender

The invitation to tender (ITT) for any fuel purchase is sent out to organisations registered and included in the registered fuels suppliers mailing list as explained in the previous section. The ITT is prepared by Manager (Petroleum Division) and sent out from the Procurement Department through the centralized Email address itt.emc@enemalta.com.mt.

The procedure is to send one Email as follows:

To field: itt.emc@enemalta.com.mt

Cc field: left empty

Bcc field: all the Email addresses of the invitees.

Subject field: Invitation to tender for the supply of <type of fuel> to Enemalta Corporation closing on <closing date> at <time> Central European Time.

Attachment: A document in MS Word format of the invitation to tender

Body of Email:

Dear Sirs,

You are hereby being invited to submit an offer as per attached Invitation To Tender. You are kindly advised to follow the Instructions To Tenderers in the attached ITT closely in order that your offer is not disqualified.

Kind regards,

Procurement Manager

f/Chairman

Enemalta Corporation

Note: In the Options field, the Delivery Receipt is to be ticked.

A printout of the above Email and of the attached ITT is filed at Procurement, while another copy is sent to the Chairman in order that a Committee meeting can be convened. The printout is to clearly indicate all the addressees in the BCC field.

The closing date is set by the Manager (Petroleum Division) after consultation with the Chairman in order to make sure that a Fuel Procurement Committee may be convened on that date. This closing date is to be not less than 2 weeks and not longer than 4 weeks from the ITT date.

The Procurement Manager or his appointed delegate is to print copies of all Delivery Receipts and any Out of Office replies or Delivery Failures that are received in reply to the above Email. The Procurement Manager or his appointed delegate is to make sure that in case of Out of Office Replies, if there are other Email addresses to which the message may be sent this is done to make sure that the message reaches other officials within the organization. In such case the above Email is sent again; however, this time as a 'forward' on the Out of Office Reply and sent

only to the new addressees individually and copied to itt.emc@enemalta.com.mt. Such emails are to be composed as follows:

To field: The individual Email address of the addressee

Cc field: itt.emc@enemalta.com.mt

Bcc field: left empty

Subject field: Invitation to tender for the supply of <type of fuel> to Enemalta Corporation closing on <closing date> at <time> Central European Time.

Attachment: A document in MS Word format of the invitation to tender

Body of Email:

Dear Sirs,

You are being forwarded this Email as instructed in the Out of Office reply below from Email address <Email address>.

You are hereby being invited to submit an offer as per attached Invitation To Tender. You are kindly advised to follow the Instructions To Tenderers in the attached ITT closely in order that your offer is not disqualified.

Kind regards,

Procurement Manager

f/Chairman

Enemalta Corporation

Note: In the Options field, the Delivery Receipt is to be ticked.

Hard copies of these subsequent Emails are filed both at Procurement and at Chairman's office.

Copies of Delivery Failure messages are also to be filed both at Procurement and at Chairman's Office.

The suppliers list is to be maintained and kept updated by Procurement with the assistance of Manager (Petroleum Division).

Tenders submission

On the ITT, suppliers are to be clearly instructed to submit their offers by Email to an Email address dedicated to the Fuel Procurement Committee – fuel.procurement.bids.emc@enemalta.com.mt. This mailbox will be registered to the Chairman's address as a secondary username (Delegate). By default, this mailbox will have the password expired. No account holder, with the relevant permission, shall be able to log onto this account before the password is changed.

Tenders evaluation

Evaluation of Invitation to tenders for fuel procurement is ideally to be concluded in one Committee session on the date of tender closure. When for practical reasons this is not possible, the Committee strives to conclude proceedings in the shortest time possible. In certain cases, especially when there is not enough technical expertise among the members of the Committee in the product being purchased such as when procuring particular petroleum products for the first time, the Committee may delegate the Procurement Manager to set up an Evaluation Team to evaluate the bids received. This Evaluation Team draws up a technical evaluation report which is submitted to the Committee for adjudication.

Procedure: The delegate shall request for password reset directly to MITA call centre by Email on callcentre.mita@gov.mt and must include the request to reset the secondary username's password together with the exact date and time when such access is required. MITA call centre will provide a temporary password, which has to be immediately changed through, the below link:
<https://mail.gov.mt/password/>

After changing the password the mailbox can be accessed through the web mail with the below link:

<https://mail.gov.mt/fuel.procurement.bids.emc@enemalta.com.mt>

During the committee meeting, and not before the tender closing time as stipulated in the ITT, the Chairman accesses the fuel.procurement.bids.emc@enemalta.com.mt mailbox using the newly assigned password in the presence of all committee members and declares the tender as officially closed. All the submissions are opened and all Emails including attachments are printed. Once it is made sure that all Emails received are printed, the submissions are forwarded to an archive folder which is named according to the type of fuel being purchased and date of closure. All Emails received are then deleted from the inbox.

Only offers received by the declared closing time and before the opening time of the evaluation session as declared by the Chairman will be accepted.

Evaluation of the submissions received takes place. Each offer is evaluated administratively and technically. Compliant bids are ranked and the evaluation then takes the form of a negotiated procedure whereby the committee negotiates over the phone the best deal. A standard adjudication sheet is used as per the template attached in Annex 1.

Without any prejudice, the Committee reserves the right to clarify with the bidders any bid, in part or in whole, in order to be able to verify the compliance of the bid and/or in order to be able to deduce the price offered if this is not clear from the submission. Clarifications may be made verbally by phone and the bidders' responses are minuted and taken as forming part of the bid.

All printed bids and associated documentation, together with adjudication sheets and other working documents used by the Committee during the evaluation are sealed in an envelope and filed at Chairman's office.

Notification of award

The winning bidder is immediately notified of the tender award verbally by telephone.

Before meeting closure, an Email is sent out to each unsuccessful bidder by the Secretary from the fuel.procurement.bids.emc@enemalta.com.mt mailbox. An Email is sent to each of the unsuccessful bidders individually using the Email address supplied in the bid, or the Email address through which the bid was received. This Email is to be composed as follows:

To field: The individual Email address of the addressee
Cc field: fuel.procurement.bids.emc@enemalta.com.mt
Bcc field: left empty
Subject field: Invitation to tender for the supply of <type of fuel> to Enemalta Corporation closing on <closing date> at <time> Central European Time.

Attachment: nil

Body of Email:

Dear Sirs,

We thank you for your participation in the above captioned Invitation To Tenders for which we regret to inform you that this time you were not successful.

We look forward to receiving your bid in our future invitations to tender.

Kind regards,

Secretary
Fuel Procurement Committee
Enemalta Corporation

Note: In the Options field, the Delivery Receipt is to be ticked.

MITA are then notified to reset the password for mailbox fuel.procurement.bids.emc@enemalta.com.mt which will not be disclosed until the following meeting.

After the meeting, and within one week from the tender closing date, Manager (Petroleum Division) will initiate correspondence with the successful bidder in order to conclude the contract based on the tender conditions negotiated during the committee meeting.

Tender results

It is the policy of the Fuel Procurement Committee that:

- Bids received are not published.
- The price at which the tender was concluded is not published.

ANNEX 1 - TEMPLATE ADJUDICATION SHEET

FUEL PROCUREMENT COMMITTEE MEETING

Date:

Offers received for the procurement of <type> for <qty> MT +/- 10% x <parcels> from <date 1> - <date 2>

Current:

Ref. No:	Supplier	Qty Offered	Origin EU	Qty Measure	Quality	Laytime	Inspection	Price base	Premium / Discount	Payment terms	Surety Required
		As per Tender / Not	Yes / No	VAC / AIR	As per tender / Not	24/30 hours	Sharing	Low/Mean/High CIF	USD / MT	30 / 60 days - from	SBLC / Guarantee / Open

ANNEX 2 - MAILBOX PROPOSAL FROM MITA

From: Borg Alexander at MITA
Sent: 11 February 2011 15:31
To: Stellini Arnold at Enemalta
Subject: Request for generic email account to be used for oil purchases
Importance: High

Dear Arnold,

We have examined Enemalta's request to create a generic mailbox for the exclusive use of oil purchases, and below is our response:

1. Our understanding of your requirement:
 - a) You require one generic mailbox assigned to one or more users;
 - b) Suppliers bidding for tenders will send in their proposals to this mailbox;
 - c) The time window usually lasts between one and two days;
 - d) Your need to bar Enemalta users from accessing the mailbox for the time period during which the tender is open.

2. We are unable to provide you with a facility to manage the mailbox through password resets yourselves.

3. The solution we can offer you is as follows:
 - a) 500MB generic mailbox;
 - b) Access to the mailbox is disabled by default;
 - c) Users assigned to the mailbox will be given a secondary login in order that when access to the generic bidders' mailbox is disabled, they can continue to access their own Enemalta email account.
 - d) When the tender publication period closes we will enable access to the mailbox to allow the assigned Enemalta users to extract the bids and related content.

- e) Requests to enable or disable must be sent via email to our Service Call Centre during office hours and to our Network Operations Centre outside office hours.
All such requests must be followed up with a phone call;
 - f) The time horizon for tender closure will be established by Enemalta, and it will be Enemalta's responsibility to notify MITA when to enable or disable;
 - g) It will be Enemalta's responsibility to determine bids sent beyond the established time horizon, given that all emails are time and date stamped.
 - h) It will also be Enemalta's responsibility to keep an audit trail of tenders as they expire, as well as back-ups of the various bids.
4. The solution carries a number of inherent serious risks which Enemalta should be aware of, and which MITA cannot be held responsible for. The risks include, among others:
- a) Wilful clogging up or congestion of the mailbox to maximum capacity by malicious perpetrators;
 - b) Emailed bids not delivered to the mailbox because tagged as spam; this may happen even if the mail is a legitimate one, but the internet service provider has been blacklisted as an ISP that services spammers even if unknown to the ISP;
 - c) Mails are unencrypted as it would not be possible to enforce on bidders the need to digitally sign emails or to use secure mail;
 - d) Failure to regularly manage the mailbox may exhaust its capacity to receive any more emails;
 - e) In cases where emails are quarantined due to the type of file attached, and the bidding time window during which access to the mailbox is barred, exceeds FIVE calendar days (i.e. not five working days), then such emails will be automatically deleted and would not be recoverable.
In such scenarios the sender would not be aware that the recipient did not receive the email because it was quarantined. By contrast, the recipient would eventually become aware that the email was quarantined (through the GFI Quarantine notification), but if the FIVE day quarantine period has elapsed it would be too late for MITA to release it.
 - f) The likelihood of more frequent requests for MITA to confirm delivery of bids coupled with a higher risk of claims of negligence, leakage to third parties, or other on the part of potential complainants in relation to their bids.
5. Finally, as mentioned during our phone conversation, MITA believes that the use that is being made of this email account does not represent an optimal solution. An e-bidding or e-auctioning system appears to address your requirements much better. Currently, MITA is in the process of deploying an e-procurement system which is in line with Legal Notice 296/2010 which transposes EU Directives 2004/17/EC and 2004/18/EC on e-procurement. The LN itself specifies a number of procurement procedures. If Enemalta can indicate under which of these your oil purchases would fall we can consult with our supplier to verify feasibility of the solution to Enemalta. This solution, however, would not be available before Q2 2011, and subject to a decision by the Department of Contracts on whether Enemalta can be part of the first planned deployment cycle.

If you are in agreement with the above, please let us know by return email when you want us to action the email solution, as well as whether you want us to explore the long term solution proposed in point 5.

Regards

Alex

ANNEX 3 – SAMPLE ITT DOCUMENT

To : *Fuel Supplier*

From: Enemalta Corporation
Church Wharf
Marsa
Malta

Date : 2011

Enemalta Corporation, a state owned utility is on the market to purchase the following product as per details and specifications listed in this document.

This Invitation To Tender (ITT) is being mailed to organisations registered on Enemalta Corporation's fuel suppliers mailing list. If you did not receive this document directly from Enemalta, before submitting a bid please make sure to first register your organisation by sending a formal request to Enemalta Corporation on itt.emc@enemalta.com.mt including a corporate profile of your organisation and a list of at least two referees of reputable standing with whom your organisation has carried out fuel supply business in the last twenty four months. Requests for Registration are to be received at least 7 calendar days before the stipulated tender closing time. Requests for registration are to be approved by the Fuel Procurement Committee. Only successfully registered operators are eligible to be awarded a fuels supply contract by Enemalta. Should, due to time constraints, you opt to submit your request for registration together with your bid the Committee will first evaluate your registration and if found unsuccessful your bid will not be considered.

If you no longer wish to continue receiving similar ITTs please send an Email to itt.emc@enemalta.com.mt requesting un-registration from this mailing list.

Instructions to Tenderers:

This tender is being presented in a tabular format. Under the column 'COMPLIANT' tenderers are requested to declare whether their offer is compliant or not with the conditions of that particular clause. Under the 'REMARKS' column tenderers are expected to indicate the variance from the original clause if their offer is not in complete agreement with the conditions of the particular clause.

Scope of supply:

No.	Clause	Compliant	Remarks												
1	Product: Premium Unleaded Gasoline (EN 228) conforming to the specifications attached to this offer (Attachment A).	Yes / No	Mandatory clause, not negotiable.												
2	Quantity: Six (6) parcels each of 7,300 metric tonnes +/- 10% at Buyer's option.	Yes / No													
3	Duration of Contract: Due to developments in the commercialisation process of the Petroleum Division (the entity responsible for the storage and distribution of gasoline in Malta), buyer reserves the right to terminate the contract at any time by giving one month's notice, without any obligation to take up any undelivered cargoes and without any penalty.	Yes / No													
4	Laydays: The gasoline will be delivered to Malta on or about the following TENTATIVE dates: <table style="margin-left: 40px; border: none;"> <tr> <td>1st parcel</td> <td>4th week September 2011</td> </tr> <tr> <td>2nd parcel</td> <td>2nd week November 2011</td> </tr> <tr> <td>3rd parcel</td> <td>3rd week December 2011</td> </tr> <tr> <td>4th parcel</td> <td>4th week January 2012</td> </tr> <tr> <td>5th parcel</td> <td>2nd week March 2012</td> </tr> <tr> <td>6th parcel</td> <td>3rd week April 2012</td> </tr> </table> <p>The delivery dates given above are only indicative for tendering purposes only. The exact dates of delivery will be given according to the Clause 8 hereunder.</p>	1 st parcel	4 th week September 2011	2 nd parcel	2 nd week November 2011	3 rd parcel	3 rd week December 2011	4 th parcel	4 th week January 2012	5 th parcel	2 nd week March 2012	6 th parcel	3 rd week April 2012	Yes / No	
1 st parcel	4 th week September 2011														
2 nd parcel	2 nd week November 2011														
3 rd parcel	3 rd week December 2011														
4 th parcel	4 th week January 2012														
5 th parcel	2 nd week March 2012														
6 th parcel	3 rd week April 2012														

Conditions of Contract:

No.	Clause	Compliant	Remarks
5	Delivery: The oil purchased and sold under this contract shall be delivered in full or part-cargo lots on CIF basis to one safe port/berth at Birzebbuga Shell Pier, Malta. Berth limitations: Draft 9m; LOA 120m. Any nominated vessel is to be acceptable to Buyer. Such acceptance shall not be unreasonably withheld.	Yes / No	
6	Origin: Seller is to supply gasoline with EU status only, i.e. product which, for customs purposes, is in free circulation in Europe. In the case that gasoline does not have an EU status any importation duties, and / or other charges arising directly from this condition will be for sellers account. Before each delivery seller is to nominate refinery of origin, for buyer's approval.	Yes / No	
7	REACH Registration: The gasoline delivered under this contract is to be already registered under the REACH directive. In the case where the fuel offered is not yet REACH registered it shall have a	Yes / No	

	CAS number of 86290-81-5.		
8	Scheduling Clause: By not later than 3 weeks prior to the delivery of each parcel in Malta, Buyer will indicate a 5-day layday period. By not later than 2 weeks prior to the first day of layday, Seller will confirm a 3-day layday period or advise changes, which should be mutually agreed upon.	Yes / No	
9	Documentation: All deliveries are to be accompanied by an AAD document. IAAD documents are not acceptable, unless Seller accepts to pay the excise duty due on the difference between the Bill of Lading and the landed quantity.	Yes / No	
10	Price: The offered price for CIF one safe berth at Birzebbuga Shell Pier, Malta, is to be based on Platts European Marketscan for Prem Unl 10ppm Mediterranean quotes average of the agreed month of delivery in US\$ / MT in air. The quantity to be invoiced will be the metric ton quantity reported on the Bills of Lading measured in air. In the case of part cargoes and where a separate Bill of Lading does not exist, the quantity invoiced will be that quantity declared as being landed in the inspectors' out-turn report at discharge port.	Yes / No	Mandatory clause, not negotiable.
11.1	Payment: In U.S. dollars, on open account, after the delivering vessel's NOR date at Malta, against presentation to Buyer of a fax invoice and the usual shipping documents (including full set 3/3 original Bills of Lading). In the event that the shipping documents are temporarily unavailable then for payment purposes Buyer will accept a fax invoice and a fax letter of indemnity, in lieu of temporarily missing shipping documents and a fax/e-mail from the independent inspector at loadport advising Bills of Lading date and the quality and quantity loaded. Such letter of indemnity will be issued by Seller in a form and with wording acceptable to Buyer. If payment due date falls on a Sunday or a Monday bank holiday in New York, then payment to be effected on the first succeeding banking day. If payment due date falls on a Saturday or a New York bank holiday other than a Monday, then payment to be effected on the preceding banking day.	Yes / No	Mandatory clause, not negotiable.
11.2	Payment Payment is to be made at least 30 calendar days after the delivering vessel's NOR date at Malta.	Yes / No	
12	Quality The quality of the product delivered shall comply with the specifications set out in Attachment A and as evidenced on the Refinery's certificate of quality which shall be based upon the Refinery's laboratory test report. The Refinery's	Yes / No	

	<p>certificate of quality will be countersigned by the appointed independent inspector who would have witnessed the lifting of the sample from the shore tank and who would have witnessed the full analysis in the laboratory of the fuel sample. If these procedures cannot be guaranteed at load port, then the binding quality will be that reported by a mutually appointed independent inspector at discharge port, based on a full analysis carried out on a vessel volumetric sample lifted and prepared by the independent inspector on vessel's arrival.</p>		
13	<p>Quantity The quantity of product delivered shall be ascertained as per country of origin customs regulations in force at load port and will be evidenced on the <i>sellers'</i> certificate of quantity.</p> <p>The <i>sellers'</i> certificate of quantity may be countersigned by the appointed independent inspector.</p> <p>The certificate of quantity shall be treated, in the absence of fraud or manifest error, as being conclusive and binding on both parties as to the quantity of the product delivered.</p> <p>The quantity stated on the certificate of quantity shall be the one reported on the Bills of Lading which will be dated according to the date on which the aforementioned ascertainment is completed.</p> <p>If inspector appointed at load port (see below) declares that he is not satisfied that the proper controls have been taken to ascertain the quantity declared on the Bill of Lading, then the binding quantity will be that declared by a mutually appointed independent inspector at discharge port, to have been received in the shore tanks.</p>	Yes / No	
14	<p>Inspection: A mutually acceptable independent inspector is to be appointed at load port to witness the quality and quantity ascertainment. Costs of inspection will be shared equally by Seller and Buyer.</p>	Yes / No	
15	<p>Risk and Property: The risk and property in the product delivered hereunder shall pass to the Buyer as the product passes the tankship's permanent hose connection at the loading terminal.</p>	Yes / No	
16	<p>Laytime: The time allowed to the Buyer for the discharge of the Seller's vessel shall be 30 running hours, SHINC, commencing 6 hours after NOR tendered or when vessel is all fast at discharge berth, whichever is earlier. For the purpose of calculating running hours, discharge shall be deemed to be completed upon disconnection of discharge hoses. For part cargoes, up to contracted quantity per shipment laytime shall be 30 hours. For part cargoes, more than the contracted quantity per shipment, laytime shall be</p>	Yes / No	

	prorated based on contracted quantity.		
17	Demurrage: If any, demurrage will be calculated in accordance with the charter party rate, terms and conditions. Claim(s) shall be received by Buyer within 90 days of the Completion of Discharge date, otherwise claim will be null and void. Buyer will not pay more demurrage than seller actually pays overall.	Yes / No	
18	Insurance: Seller to provide a certificate of marine open cover institute Clause A insurance from a first-class insurance covering minimum 110 percent of the full cargo value, covering all risks including war, strikes, riots, civil commotion's risks and in-transit losses howsoever caused in excess of 0.5 percent of the Bill of Lading quantity and contamination irrespective of percentage.	Yes / No	
19	Assignment: Neither the Seller nor the Buyer shall assign the whole or any part of his rights and obligations hereunder, whether directly or indirectly, without the prior written consent of the other party.	Yes / No	
20	Law and jurisdiction: This agreement shall be governed by and construed in accordance with English law. Any controversy, dispute or claim whatsoever arising out of or in connection with this contract or the breach thereof shall be subject to the exclusive jurisdiction of the high court of justice in London. For the avoidance of doubt this will not prevent either party from taking proceedings in any other jurisdiction to obtain security or ancillary relief or to enforce any order or judgement.	Yes / No	
21	Force majeure: Neither the Seller nor the Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than the obligation to make payment where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of the oil, embargoes, accidents, restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls). The time for Seller to make or Buyer to receive delivery hereunder shall be extended during any period in which delivery shall be delayed or prevented by reason of any of the foregoing causes, up to a total of ten days. If any delivery hereunder shall be so delayed or prevented for more than ten days, either party may terminate the agreement with respect to such delivery upon written notice to the other party.	Yes / No	

22	<p>ISPS Provisions:</p> <p>i) Sellers shall procure that the vessel shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code).</p> <p>ii) the vessel shall when required submit a Declaration of Security (DoS) to the appropriate authorities prior to arrival at the discharge port.</p> <p>iii) notwithstanding any prior acceptance of the vessel by the Buyer, if at any time prior to the arrival of the vessel at the discharge port the vessel ceases to comply with the requirements of the ISPS Code:</p> <p>a) Buyer shall have the right not to berth such nominated vessel at the discharge port and any demurrage resulting shall not be for the account of the Buyer.</p> <p>b) Seller shall be obliged to substitute such nominated vessel with a vessel complying with the requirements of the ISPS Code. If title and risk to the cargo on board the vessel subsequently substituted pursuant to iii) b) has already passed to the Buyer, such title and risk shall be deemed to have reverted to the Seller provided always that the statement given by the Buyer is credible, supported with appropriate documents and the Buyer has made it clear in writing that the Buyer wanted to reverse risk and title in the cargo back to the Seller. Should that be the case such reversal shall only take place upon receipt of the said document together with Buyer's clear intention.</p> <p>iv) the Buyer's liability to the Seller under this agreement for any costs, losses or expenses incurred by the vessel, the charterers or the vessel owners resulting from the failure of the discharge port/terminal/installation to comply with the ISPS Code shall be limited to the payment of demurrage and costs actually incurred by the Seller in accordance with the provisions of this clause.</p>	Yes / No	
23	<p>Security Stocks:</p> <p>The successful supplier would be required to enter into a delegated security stock agreement with Enemalta for the period February 2011 to September 2011, to make available as security stocks a quantity of 14,000 MT of EN228 unleaded gasoline in favour of Enemalta located in Malta or Italy so as to enable Enemalta to meet its security stocks obligations under L.N. 237 of 2002 and to the Security Stock Directive 2006/67/EC.</p> <p>Suppliers are required to indicate the quantity of stocks that would be held in Malta and those held in Italy together with an indication of fees payable (if any).</p>	Yes / No	<p>Price:</p> <p>US\$ _____/MT month</p>

Other:

Where not inconsistent with the above, INCO terms 2000 with latest amendments for CIF sales to apply.

N.B. Any divergences from the above requirements are to be clearly indicated in the respective 'Remarks' boxes above. The Corporation reserves the right to reject, accept or negotiate any of these divergences as deemed necessary. Unless such divergences are clearly stated at bidding stage, it is assumed that the bidder is accepting the requirements as stated in this document. These will eventually form part of the contract in case of an award.

You are invited to submit your offers by e-mail on fuel.procurement.bids.emc@enemalta.com.mt by the **10th August 2011 at 14:00** indicating clearly where your offer differs from the above. Otherwise, it will be assumed that your offer complies in all respects to the specifications and requirements as stated above and which will form an integral part of any agreement / contract concluded.

The Corporation may also consider OUTTURN basis offers.

STRICT ADHERENCE TO THE ABOVE MENTIONED PROCEDURE OF SUBMISSION MUST BE MAINTAINED AT ALL TIMES. NON-COMPLIANCE WITH THIS PROCEDURE MAY LEAD TO DISQUALIFICATION OF TENDER.

The right is reserved to refuse even the most advantageous offer without any reason being given.

Any queries are to be made in writing on itt.emc@enemalta.com.mt by not later than 48 hours from the closing time stipulated for this ITT.

Mr. William Spiteri Bailey
Chairman
Enemalta Corporation

Price Schedule:

Please enter your offer here (CIF safe port, Marsaxlokk Harbour, Birzebbuga Pier in US\$ / MT in air.)

Remarks:

Premium Unleaded Gasoline (EN 228)

Property	Units	Limits		Test Method
		Minimum	Maximum	
RON		95,0	--	EN 25164
MON		85,0	--	EN 25163
Lead Content	mg/l	--	5	EN 237
Density (at 15°C)	kg/m ³	720	775	EN ISO 3675 EN ISO 12185
Sulphur content	mg/kg	--	10	EN ISO 14596 EN ISO 8754 EN 24260
Oxidation Stability	minutes	360	--	EN ISO 7536
Existing gum content (solvent washed)	mg/100 ml	--	5	EN ISO 6246
Copper strip corrosion (3h at 50°C)	rating	class 1		EN ISO 2160
Appearance		clear and bright		visual inspection
Colour		undyed		visual inspection
Hydrocarbon type content	% (V/V)			
- olefins		--	18,0	ASTM D 1319
- aromatics		--	35,0	ASTM D 1319
Benzene content	%(V/V)	--	1,0	EN 12177 EN 238
Oxygen content	%(m/m)	--	2,7	EN 1601 EN 13132
Oxygenates content	% (V/V)			EN 1601 EN 13132
- methanol		--	3	
- ethanol		--	5	
- iso-propyl alcohol		--	10	
- iso-butyl alcohol		--	10	
- tert-butyl alcohol		--	7	
- ethers (5 or more C-atoms)		--	15	
- other oxygenates		--	10	

Volatility

Property	Units	Limits				Test method
		Summer (1/05 – 30/09)		Winter (1/10 – 30/04)		
		Min.	Max.	Min.	Max.	
Vapour Pressure, VP	kPa	45,0	60,0	50,0	80,0	EN 13016-1 (DVPE)
%evaporated at 70°C, E70	%(V/V)	20,0	48,0	22,0	50,0	EN ISO 3405
% evaporated at 100°C, E100	%(V/V)	46,0	71,0	46,0	71,0	EN ISO 3405
% evaporated at 150°C, E150	%(V/V)	75,0	--	75,0	--	EN ISO 3405
Final Boiling Point, FBP	°C	--	210	--	210	EN ISO 3405
Distillation residue	%(V/V)	--	2	--	2	EN ISO 3405

For supply purposes Winter: 1st October – 31st March
 Summer 1st April – 30th September