

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.

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.

**Storage Contract:**

Enemalta Corporation will be offering the Jet A1 storage facilities at Has Saptan (22 300 MT maximum) free of charge to the entity awarded this supply contract. The storage contract would run parallel to this supply contract. The duration of both contracts would be linked together. The storage contract would cover the loading of ships and pipeline transfers. Sales of Jet A1 through this storage to entities outside Enemalta will be subject to a throughput fee of US\$3.50 per MT.

Has Saptan is connected by pipeline to the Birzebbuga installation, so that periodic deliveries can be easily effected.

**Security Stocks:**

The successful supplier would be required to enter into a delegated security stock agreement with Enemalta to make available as security stocks a quantity of 10,000 MT of Jet A1 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.

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).

**N.B. Clauses in the above document are indicative of our requirements and are subject to negotiation and change at the adjudication stage. Bidders are required to indicate in their offers any divergences from the above. Unless such are indicated, it will be assumed that bidder accepts what is stated in this document and this will form part of an eventual tender award and contract.**

**Offers:**

You are invited to submit your offers by fax no 00356 21 242962 or e-mail [chairman.emc@enemalta.com.mt](mailto:chairman.emc@enemalta.com.mt) by 18<sup>th</sup> January 2011 at 14:30 CET 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 NON-QUALIFICATION OF TENDER.**

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

Any queries re above invitations are to be made on fax no 00356 22208222 or on phone numbers 00356 22208200 or 00356 21224079.

Mr Edmund Gatt Baldacchino  
Chairman