



TENDER NUMBER: T07/2014

**SERVICE TENDER FOR THE ANALYSIS OF
TEFLON/QUARTZ FIBRE FILTERS FOR
CERTAIN METALS, ANIONS, CATIONS AND
ELEMENTAL & ORGANIC CARBON**

Closing Date: Wednesday, 22nd October, 2014 at 10:00am CET

Date Published: Friday, 26th September, 2014

Participation Fee: €25

IMPORTANT:

- No Bid Bond is requested for this tender
- Tenderers are bound by their offers for at least 150 days after the closing date

Clarifications shall be uploaded and will be available to view/download from <http://www.mepa.org.mt/info-tender>

Malta Environment and Planning Authority

St. Francis Ravelin, Floriana, FRN 1230, Malta. Tel: (356) 22900000. Fax: (356) 22902295 Email: tenders@mepa.org.mt

SERVICE TENDER FOR THE ANALYSIS OF TEFLON/QUARTZ FIBRE FILTERS FOR CERTAIN METALS, ANIONS, CATIONS AND ELEMENTAL & ORGANIC CARBON

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

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

No account can 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 any further.

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (b), 16.1(c) and 16.1(d) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for the analysis of Teflon/Quartz Fibre filters for certain metals, certain cations (CIs) and anions (AIs) and elemental (EC) and organic carbon (OC)

- 1.3 This is a global-price contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                                                    | DATE                                      | TIME*   |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.1)                                                          | Not Applicable                            |         |
| Deadline for request for any additional information from the Contracting Authority                                 | Tuesday, 7 <sup>th</sup> October, 2014    | 16:00   |
| Last date on which additional information are issued by the Contracting Authority                                  | Friday, 10 <sup>th</sup> October, 2014    | 16:00   |
| Deadline for submission of tenders / Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | Wednesday, 22 <sup>nd</sup> October, 2014 | 10:00am |

\* All times Central European Time (CET)

### 3. Lots

- 3.1 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.

## 4. Financing

4.1 The project is financed from local budget funds.

4.2 The beneficiary of the financing is the Malta Environment and Planning Authority.

## 5. Eligibility

5.1 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, any other country in accordance with Regulation 64 of the Public Procurement Regulations.

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

5.3 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.

5.4 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.

## 6. Selection Criteria

6.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

This information must include:

1. The laboratory shall be accredited in accordance with ISO17025 for:

- a) The determination of As, Cd, Ni and Pb in the PM10 fraction of airborne dust;
- b) The analysis of Ca, Fe and V in soil except silicon;
- c) For all Cls and Als

A copy of the laboratory's accreditation certificate highlighting the scope of the accreditation for the relevant analytes must be provided. Laboratories not having the above accreditations will not be accepted and it shall lead to the overall offer being rejected as non-compliant.

- 2. The laboratory shall provide evidence that it is in possession of a 'Pass' level according to the methodology described in ISO13528 in an European wide proficiency test and inter-laboratory comparisons exercise for the determination of As, Cd, Ni and Pb in Pm10. Laboratories not having the above 'Pass' level will not be accepted and it shall lead to the overall offer being rejected as non-compliant.
- 3. A list of the key experts and other staff proposed for the execution of the contract. Public officers and employees of government agencies and government entities of the beneficiary country cannot be recruited as experts. The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

This is to be provided in Volume 1, Section3.

**The project leader shall, as a minimum qualification, be in possession of a Master of Science degree or equivalent in an area related to Analytical Chemistry.**

Key experts failing to meet the above criteria and description will not be accepted and it shall lead to the overall offer being rejected as non-compliant. Key experts may need to be backed up other experts with similar profile needed to fulfil the activities of this contract.

- 4. Data on subcontracting allowed on this contract. This is to be provided in the Tender Form (Volume 1 Section 2).  
**The maximum amount of subcontracting allowed on this contract should not exceed 50%**

## **7. Multiple Tenders**

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may 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 another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/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.

## **8. Tender Expenses**

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Contracting Authority will 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 tender.

## 9. Site Inspection

- 9.1 No clarification meeting/site visit is planned.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | Instructions to Tenderers                                                                                                                                                                                                               |
| Volume 2 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Terms of Reference                                                                                                                                                                                                                      |
| Volume 4 | Model Financial Bid                                                                                                                                                                                                                     |
- 10.2 Tenderers bear sole liability for 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 will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

### 11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing to the Contracting Authority by sending an email to [tenders@mepa.org.mt](mailto:tenders@mepa.org.mt) up to 16 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Malta Environment and Planning Authority (<http://www.mepa.org.mt/info-tender>). Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

### 12. Labour Law

- 12.1 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.

### 13. Law

- 13.1 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.



## C. TENDER PREPARATION

### 14. Language of Tenders

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.
- 14.2 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 will prevail.

### 15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. **A soft copy saved on CD or USB stick containing the exact information and documents should be submitted together with the “original” copy.**
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Corporate Services Directorate, for verification purposes only should the need arise.
  - (c) **All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box in the foyer of the Malta Environment and Planning Authority, St. Francis Ravelin, Floriana, FRN 1230, Malta.**
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the name of the tenderer.
  - (e) **Payment of the participation fee (as stipulated in the cover page) must be made prior to the submission of the tenders. The proof of payment must be included with the tender submission.**

The participation fee may be settled either:

- (i) at MEPA offices at St. Francis Ravelin, Floriana (opening hours hereunder). Bidders are advised not to leave the payment of the participation fee to the very last day as queues for other MEPA services may delay their payment past the tender expiry time. Receipt from MEPA cash sale is to be submitted by bidder with tender; or
- (ii) at [www.mepa.org.mt/info-tender](http://www.mepa.org.mt/info-tender) by pressing the “Participation fee” button under the respective call for tenders. Bidders are to provide their names and tender reference when effecting payment. A receipt will be generated by the system, a copy of which is to be submitted by the bidder with tender.

**No cash/cheques to be included with tenders. This would automatically disqualify bidders.**

#### Opening Hours:

Winter (1st October to 30th June)

Monday to Friday

8.00 am to 12.00pm

1.30pm to 3.45 pm

Summer (1st July to 30th September)

Monday to Friday

8.00 am to 12.30pm

**No cash/cheques to be included with tenders. This would automatically disqualify bidders.**

### 16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single,

sealed envelope (unless their volume requires a separate submission):

(a) *General/Administrative Information*<sup>(Note 1)</sup>

- (i) Proof of Purchase of tender document (receipt)
- (ii) Statement on Conditions of Employment (Volume 1, Section 3)

*Selection Criteria*

(b) *Technical Capacity*<sup>(Note 2)</sup>

- (i) A copy of the laboratory's accreditation certificate highlighting the scope of the accreditation for the relevant analytes mentioned in the Terms of Reference - Section 4.2
- (ii) Proof of possession of a 'Pass' level according to the methodology described in ISO13528 in a European wide proficiency test and inter-laboratory comparisons exercise for the determination of As, Cd, Ni and Pb in Pm10.
- (iii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 3)
- (iv) Data on sub-contracting allowed on this contract (Volume 1 Section 2)

(c) *Evaluation Criteria/Technical Specifications*<sup>(Note 2)</sup>

- (i) Tenderer's Technical Offer in response to specifications/Terms of Reference (Volume 3)

(d) *Financial Offer/Bill of Quantities*<sup>(Note 2)</sup>

- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid in the form provided in Volume 4.

**Notes to Clause 16.1:**

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

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.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

## 17. Tender Prices

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 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.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be

submitted.

- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 The prices for the contract must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, except for revision of prices due to Cost of Living Adjustment (COLA) or otherwise provided for in the Special Conditions.
- 17.7 The budget available for this tender is €44,840 including VAT.

## 18. Currencies of Tender and Payments

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of services by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements must be submitted as outlined in the contract.

## 19. Period of Validity of Tenders

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his/her tender for a further 60 days from the date of notification of award.

## 20. Tender Guarantee (Bid Bond)

- 20.1 No tender guarantee (bid bond) is required.

## 21. Variant Solutions

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

## 22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". **A soft copy saved on a CD or USB stick containing the exact information and documents should be submitted together with the "original" bid.** Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.

- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will 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.

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 The tenders must be submitted in English and deposited in the Contracting Authority's tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:  
**Corporate Services Directorate,  
Malta Environment and Planning Authority,  
St. Francis Ravelin,  
Floriana, FRN 1230  
Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

### **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

### **25. Late Tenders**

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### **26. Alterations and Withdrawal of Tenders**

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Malta Environment and Planning Authority, St. Francis Ravelin, Floriana, FRN 1230, Malta by the Tender Opening Board. They will draw up a 'Summary of Tenders Received' which will be published on MEPA's website [www.mepa.org.mt/info-tender](http://www.mepa.org.mt/info-tender)
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

### **28. Secrecy of the Procedure**

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

### **29. Clarification of Tenders**

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

### **30. Tender Evaluation Process**

- 30.1 The following should be read in conjunction with Clause 27.
- 30.2 **Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(b), 16.1(c), and 16.1(d) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

### 30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

#### *(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

#### *(ii) Selection Criteria*

- Evidence of technical capacity (sub-Clause 6.1.2)

### 30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(c)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples and/or CVs and Declarations of Exclusivity and Availability (Volume 1 Section 4) so that the Evaluation Committee will corroborate the technical compliance of the offers received.

### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. The financial evaluation will have to identify the best financial offer.

## 31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## F. CONTRACT AWARD

### 32. Criteria for Award

32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

### 33. Right of the Contracting Authority to accept or reject any Tender

33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel

the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 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.

**In no circumstances will 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.**

#### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Article 21 (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- I. the criteria for award;
  - II. the name of the successful tenderer;
  - III. the recommended price of the successful bidder;
  - IV. the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
  - V. the deadline for filing a notice of objection (appeal);
  - VI. the deposit required if lodging an appeal.
- 34.3 The recommendations of the Departmental Contracts Committee shall be published online on MEPA's website, [www.mepa.org.mt/info-tender](http://www.mepa.org.mt/info-tender)

#### **35. Contract Signing and Performance Guarantee**

- 35.1 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 Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 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 (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, 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, 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 most economically advantageous may be recommended for award, and so on and so forth.

- 35.5 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.
- 35.6 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.
- 35.7 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 specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

## **36. Commencement of Services**

- 36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority 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.
- 37.2 Without the Contracting 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 the project. 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.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he/she is affected by no potential conflict of interest, and that he/she has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He/she must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He/she may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his/her staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his/her staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.



- 37.7 The Contractor and his/her 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.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his/her independence or that of his/her staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 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.

### **38. Data Protection and Freedom of Information**

- 38.1 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.
- 38.2 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 relation 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.

### **39. Gender Equality**

- 39.1 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 organigram 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.

## VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: .....

Name of Tender: .....

|                                                      |                                                                   |                    |                                                   |
|------------------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                       | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b><u>In case of a Joint Venture/Consortium:</u></b> |                                                                   | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| <b>Name(s) of Leader/Partner(s)</b>                  |                                                                   |                    |                                                   |
| Leader <sup>1</sup>                                  |                                                                   |                    |                                                   |
| Partner <sup>1</sup>                                 |                                                                   |                    |                                                   |
| 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 <sup>3</sup> | Experience in similar services (details to be specified) |
|-----|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1   |                                       |                                     |                                                                       |                                                          |
| 2   |                                       |                                     |                                                                       |                                                          |
| (.) |                                       |                                     |                                                                       |                                                          |

3. The maximum amount of sub-contracting must not exceed 50% of the total contract value. The main contractor must have the ability to carry out at least 50% of the contract works by his own means.

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

## 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 [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:  
[.....] [description of services]
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:  
[.....]
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 7 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.
- 8 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.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, 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.
- 10 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.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
  - (a) **General Information** <sup>(Note 1)</sup>
    - o Proof of Purchase (Receipt)
    - o Statement on Conditions of Employment

**Selection Criteria** <sup>(Note2)</sup>

**(b) Technical Capacity** <sup>(Note2)</sup>

- A copy of the laboratory's accreditation certificate highlighting the scope of the accreditation for the relevant analytes mentioned in the Terms of Reference - Section 4.2
- Proof of possession of a 'Pass' level according to the methodology described in ISO13528 in a European wide proficiency test and inter-laboratory comparisons exercise for the determination of As, Cd, Ni and Pb in Pm10
- Personnel (Key Experts) to be employed on contract
- Data on sub-contracting allowed on this contract

**(c) Evaluation Criteria/Technical Specifications** <sup>(Note 2)</sup>

- Tenderer's Technical Offer
- Literature /List of Samples

**(d) Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 2)</sup>

**Notes:**

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. This is indicated by the symbol ○*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

**12** I acknowledge that the Contracting Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) of this Tender Form. We understand that such rectification/s must be submitted within five (5) working days, and that failure to comply shall result in our offer not being considered any further.

**13** 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: \_\_\_\_\_

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.
2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.
3. The sub-contractor/s agree to all the conditions listed in this statement.
4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. 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.
5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.
6. It is hereby declared that the bidding entity's 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 security contributions and income tax).
7. It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.
8. It is hereby declared that and the relevant bank statements of wages/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.
9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.
10. A list of the minimum hourly workers' cost involving the provision of the employees' services in this tender is being attached

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## 2. Key Experts

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of Key Experts during the evaluation stage. Key Experts shall also be requested to submit a filled-in Statement of Exclusivity and Availability during the evaluation stage.

| Name of Expert | Proposed Position | Nationality | Age | Educational Background | Specialist Area of Knowledge | Languages and Degree of Fluency (VG; G; W) |
|----------------|-------------------|-------------|-----|------------------------|------------------------------|--------------------------------------------|
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |
|                |                   |             |     |                        |                              |                                            |

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

Date: .....

### 3.1. Statement on Exclusivity and Availability

#### TO BE COMPLETED BY EACH INDIVIDUAL KEY EXPERT IF REQUIRED

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer

..... [name of tenderer]

in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

| From                           | To                           |
|--------------------------------|------------------------------|
| .....<br>< start of period 1 > | .....<br>< end of period 1 > |
| .....<br>< start of period 2 > | .....<br>< end of period 2 > |
| < etc >                        | < etc >                      |

I confirm that during the above period(s) I am not engaged in another project in a position which will prevent me from providing the services for which I am being nominated for this tender.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Key Expert: .....

Signature: .....

Date: .....



## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present 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.

**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.

**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 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 Environment and Planning 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 Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

**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 document in Volume 3, Section 1, 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.

## VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

The procedure for the submission of appeals in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference

- 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) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]  
Project: ..... [Title and Number]  
Contract Number: ..... [Contract Number]

This contract is concluded between:  
**Corporate Services Directorate**  
**Malta Environment and Planning Authority**  
**St. Francis Ravelin**  
**Floriana FRN 1230**  
**Malta**

(hereinafter called “The Contracting Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]  
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Contracting Authority is desirous that certain services should be executed by the Contractor, viz.:

#### **[Contract Title]**

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

#### **It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this Contract,
  - (b) the Special Conditions,
  - (c) the General Conditions,
  - (d) the Terms of Reference,
  - (e) the Contractor’s technical offer (Organization & Methodology) (including any clarifications made during adjudication),
  - (f) the Financial Offer (after arithmetical corrections)/breakdown,
  - (g) the Tender Form,
  - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
  - Contract price (**excluding/including** VAT/other taxes): €.....

- Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.
7. 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 relation 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.

Done in English in two originals: one for the Contracting Government Authority, and one for the Contractor.

**Contracting Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.04) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

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

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### *Article 2: Notices and Written Communications*

- 2.2 Further to the provisions of the General Conditions, any written communication relating to this Contract between the Contracting Authority and the Contractor must state the Contract title and identification number, and must be sent by post, fax or by hand to the address identified in accordance with the General Conditions.
- 2.4 The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

### *Article 5: Supply of Information*

- 5.1 As per General Conditions.

### *Article 6: Assistance with Local Regulations*

- 6.1 The Contractor shall be responsible for observing all applicable laws and regulations in the course of execution of this contract, including for procuring the necessary permits, licences or other authorizations that may be required for the undertaking of a contract activities.

### *Article 7: Obligations of the Contractor*

- 7.8 As per General Conditions.

### *Article 13: Medical, Insurance and Security Arrangements*

- 13.3 As per General Conditions.

### *Article 14: Intellectual and Industrial Property Rights*

- 14.4 The Malta Environment and Planning Authority (MEPA) retains all rights to any information, maps and data provided by MEPA to the Contractor for the purposes of execution of the Contract. The Contractor shall not use, reuse, or distribute the data or any of its derivatives in any way or manner other than for the sole purpose of executing this Contract.

### *Article 15: Scope of the Services*

- 15.1 The scope of the services is defined in Volume 3 (Terms of Reference)

### *Article 16: Personnel and Equipment*

- 16.3 As per General Conditions.
- Moreover, in performing the services defined in Volume 3 (Terms of Reference) the Contractor shall provide all staff, equipment, materials and any other requirements, using the necessary skill care and diligence to the satisfaction of the Contracting Authority.

### *Article 18: Execution of the Contract*

- 18.1 The contract shall enter into force on the last date of signature by both parties. The performance period will be as follows:

| Week | Activity                             |
|------|--------------------------------------|
| 1    | Commencement date                    |
| 4    | Receipt of samples by the laboratory |
| 16   | Finalisation of analysis             |
| 18   | Full test report                     |

**Article 19: Delays in Execution**

- 19.2 The daily penalty for delays in execution will amount to 2/1000 of the contract's price per day's delay, up to a maximum of 20% of the total price.

**Article 20: Amendment of the Contract**

- 20.2 As per General Conditions.

**Article 24: Interim and Final Progress Reports**

- 24.1 Not applicable.

**Article 26: Payments and Interest on Late Payment**

- 26.1 This is a global-price contract.

The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

**100% of the contract value to be paid against an invoice issued by the Contractor following the completion of all services and MEPA's issuance of an acceptance letter.**

- 26.2 The maximum period in which payments are to be effected is 60 days, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

**Article 27: Pre-Financing Guarantee**

- 27.2 Not applicable.

**Article 28: Audit Certificate**

- 28.4 Not applicable.

**Article 39: Further Additional Clauses**

- 39.1 The appointed Contractor shall be responsible for ensuring that in the process of delivering Contract results, the activities of the Contract do not result in a negative impact on the environment and that as much as possible, and measures are taken to ensure that the environmental and carbon footprint of these activities are minimized, offset or otherwise mitigated. In carrying out the activities of the Contract, the Contractor shall be responsible for sound environmental management of all aspects of the execution of the Contract in line with applicable regulatory requirements, environmental standards and best practices in this field.

- 39.2 Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta. This law is based on "Model Law" which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act



## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

### (LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Malta Environment & Planning Authority  
Corporate Services Directorate  
St. Francis Ravellin  
Floriana, FRN1230  
Malta

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Malta Environment & Planning Authority and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [CT 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]

**VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY’S REQUIREMENTS (TERMS OF REFERENCE)**

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# Terms of Reference

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.2 - Central Government Authority

Not applicable

### 1.3 - Contracting Authority

Malta Environment and Planning Authority

### 1.4 - Relevant Country Background

The Maltese fixed station air quality network is made up of 4 stations which are sited in the following locations: Żejtun, Kordin, Msida and Għarb (Gozo). Malta started analysing for the metal in PAH content in PM10 as from 2007. This contract should serve in order to enable Malta to meet its reporting obligation vis-à-vis the analytes in question for 2013.

### 1.5 - Current State of Affairs in the Relevant Sector

Directives 2008/50/EC and 2004/107/EC are implemented in Malta through the Ambient Air Quality Regulations of 2010. These two Directives include an obligation on the EU Member States to report the annual concentrations of Pb, Cd, As, Ni and benzo(a) pyrene in PM10 and the concentration of Na<sup>+</sup>, Ca<sup>2+</sup>, Mg<sup>2+</sup>, K<sup>+</sup>, NH<sub>4</sub><sup>+</sup>, SO<sub>4</sub><sup>2-</sup>, NO<sub>3</sub><sup>-</sup>, Cl<sup>-</sup>, EC and OC in PM2,5. In addition the Member States are required to measure the annual concentrations of benzo(b)fluoranthene, benzo(j)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene and bibenzo(a,h)anthracene in PM10 at the same sampling sites as for benzo(a)pyrene. In addition Malta is interested in determining the content of V, Mn, Fe, Si, Na, K, EC and OC in PM10. The table below lists the sampling sites and the PM fraction(s) which were sampled as well as the required analytes.

| <u>Location of the Station</u> | <u>Coordinates in WGS 84 datum</u> | <u>Type of station</u> | <u>Pollutants Measured</u>                                                                                                                                                                            |
|--------------------------------|------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kordin                         | N 35.88055, E 14.51111             | Urban Industrial       | As, Cd, Ca, Fe, Pb, Mg, Mn, Ni, K, Si, Na, V, benzo(a)pyrene, benzo(b)fluoranthene, benzo(j)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene and bibenzo(a,h)anthracene, EC and OC in PM10. |
| Msida                          | N 35.89587, E 14.48987             | Traffic                | As, Cd, Ca, Fe, Pb, Mg, Mn, Ni, K, Si, Na, V, benzo(a)pyrene, benzo(b)fluoranthene, benzo(j)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene and                                            |

|        |                        |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------|------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                        |                  | bibenzo(a,h)anthracene, EC and OC in PM10.                                                                                                                                                                                                                                                                                                                                                                                           |
| Zejtun | N 35.85227, E 14.53895 | Urban Background | As, Cd, Ca, Fe, Pb, Mg, Mn, Ni, K, Si, Na, V, benzo(a)pyrene, benzo(b)fluoranthene, benzo(j)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene and bibenzo(a,h)anthracene, EC and OC in PM10.                                                                                                                                                                                                                                |
| Għarb  | N 36.06833, E 1419778  | Rural Background | As, Cd, Ca, Fe, Pb, Mg, Mn, Ni, K, Si, Na, V, benzo(a)pyrene, benzo(b)fluoranthene, benzo(j)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene and bibenzo(a,h)anthracene, EC and OC in PM10.<br><br>AND<br><br>Na <sup>+</sup> , Ca <sup>2+</sup> , Mg <sup>2+</sup> , K <sup>+</sup> , NH <sub>4</sub> <sup>+</sup> , SO <sub>4</sub> <sup>2-</sup> , NO <sub>3</sub> <sup>-</sup> , Cl <sup>-</sup> , EC and OC in PM2,5. |

### 1.6 - Related Programmes and Donor Activities

Not applicable

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

The overall objective of this contract is as follows:

To obtain the services of a laboratory to determine the concentration of the analytes of interest in a total of 310 filters which are apportioned as follows:

| <u>PM size fraction</u> | <u>Filter material</u> | <u>Number of individual filters*</u> | <u>Analytes</u>                                                                                                                                                                            |
|-------------------------|------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PM10                    | PTFE/Quartz            | 273                                  | As, Cd, Ca, Fe, Pb, Ni, V                                                                                                                                                                  |
| PM10                    | PTFE/Quartz            | 78                                   | Na <sup>+</sup> and Cl <sup>-</sup> .                                                                                                                                                      |
| PM10                    | PTFE                   | 55                                   | Si.                                                                                                                                                                                        |
| PM2,5                   | PTFE                   | 26                                   | Na <sup>+</sup> , Ca <sup>2+</sup> , Mg <sup>2+</sup> , K <sup>+</sup> , NH <sub>4</sub> <sup>+</sup> , SO <sub>4</sub> <sup>2-</sup> , NO <sub>3</sub> <sup>-</sup> and Cl <sup>-</sup> . |
| PM2,5                   | Quartz Fibre           | 11                                   | EC and OC                                                                                                                                                                                  |

\*Please note that some of the filters require to be divided to be analysed as described in the summary of analysis in Section 4.2.

### 2.2 - Specific Objectives

Not applicable

### 2.3 - Results to be Achieved by the Consultant

The main result to be achieved is a full test report, which shall include the following sections:

1. Sample Details (including Sampling, Sample receipt, Identification and type of samples);
2. Test Methods (including Date of Analysis, Test methods for PAHs, Ions, Metals, EC and OC)
3. Table of Results, which shall include:
  - (i) the Parameter analysed,
  - (ii) Sample Identity Number,
  - (iii) Sample Quantum,
  - (iv) mass of analyte on filter,
  - (v) Concentration of analyte in ambient air,
  - (vi) limit of detection for the instrument (as mass of analyte in sample),
  - (vii) limit of detection for the method (as mass of analyte in sample),
  - (viii) limit of detection for the method (as ambient air concentration),
  - (ix) limit of quantification,
  - (x) expanded uncertainty and how this was estimated,
  - (xi) “virgin” filter blank values, when a blank correction has been performed, and
  - (xii) field blank filter values.

*vi), vii), viii), ix), x), xi) and xii) shall be estimated as per EN 14902*

4. Any deviations from EN 14902.

### 3. Assumptions and Risks

#### 3.1 - Assumptions Underlying the Project Intervention and Risks

Any assumptions made by the tenderers including any related risks must be clearly outlined in their tender offer.

The tenderers shall propose strategies to address the identified risks. These proposals shall be included in the tenderer’s technical offer in Volume 3 Section 2.

### 4. Scope of the Work

#### 4.1 - General

##### 4.1. Project Description

1

This tender should enable Malta to meet its reporting obligation vis-à-vis the analytes in question for 2013. It aims to procure the services of a laboratory to determine the concentration of the analytes of interest in a total of 310 filters which are apportioned as follows:

| <u>PM size fraction</u> | <u>Filter material</u> | <u>Number of individual filters</u> | <u>Analytes</u>                                                                                                                                                                            |
|-------------------------|------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PM10                    | PTFE/Quartz            | 273                                 | As, Cd, Ca, Fe, Pb, Ni, V                                                                                                                                                                  |
| PM10                    | PTFE/Quartz            | 78                                  | Na <sup>+</sup> and Cl <sup>-</sup> .                                                                                                                                                      |
| PM10                    | PTFE                   | 55                                  | Si.                                                                                                                                                                                        |
| PM2,5                   | PTFE                   | 26                                  | Na <sup>+</sup> , Ca <sup>2+</sup> , Mg <sup>2+</sup> , K <sup>+</sup> , NH <sub>4</sub> <sup>+</sup> , SO <sub>4</sub> <sup>2-</sup> , NO <sub>3</sub> <sup>-</sup> and Cl <sup>-</sup> . |
| PM2,5                   | Quartz Fibre           | 11                                  | EC and OC                                                                                                                                                                                  |

*\*Please note that some of the filters require to be divided to be analysed as described in the summary of analysis in Section 4.2.*

MEPA will supply “virgin” filters to be used as blanks by the laboratory and for QA/QC purposes.

The main result of this tender is a full report to be produced as described in Section 2.3 above

#### 4.1. Geographical Area to be covered

2

The work is to be carried out in the place where the laboratory is located.

#### 4.1. Target Groups

3

MEPA, Government of Malta

#### 4.2 - Specific Activities

##### Activity:

The tenderer (laboratory) is expected to determine the concentration of the analytes of interest in a total of 310 filters which are apportioned as follows:

| <u>PM size fraction</u> | <u>Filter material</u> | <u>Number of individual filters*</u> | <u>Analytes</u>                                                                                                                                                                            | <u>Additional Comments</u> |
|-------------------------|------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| PM10                    | PTFE/Quartz            | 273                                  | As, Cd, Ca, Fe, Pb, Ni, V                                                                                                                                                                  | N/A                        |
| PM10                    | PTFE/Quartz            | 78                                   | Na <sup>+</sup> and Cl <sup>-</sup>                                                                                                                                                        | N/A                        |
| PM10                    | PTFE                   | 55                                   | Si.                                                                                                                                                                                        | N/A                        |
| PM2,5                   | PTFE                   | 26                                   | Na <sup>+</sup> , Ca <sup>2+</sup> , Mg <sup>2+</sup> , K <sup>+</sup> , NH <sub>4</sub> <sup>+</sup> , SO <sub>4</sub> <sup>2-</sup> , NO <sub>3</sub> <sup>-</sup> and Cl <sup>-</sup> . | N/A                        |
| PM2,5                   | Quartz Fibre           | 11                                   | EC and OC                                                                                                                                                                                  | N/A                        |

*\*Please note that some of the filters required to be divided to be analysed as described in the summary of analysis in Section 4.2.*

##### *Summary of analysis of samples*

146 whole PM10, PTFE filters to be analysed for 7 Metals  
49 whole PM10, Quartz fibre filters to be analysed for 7 Metals  
Total number of whole PM10 filters 195

23, PM10, Quartz fibre filters to be cut in half:  
23 half filters to be analysed for 7 metals; and  
23 half filters to be analysed for 2 ions.

55, PM10, PTFE filters to be cut in half:  
55 filters to be analysed for Si  
55 half filters to be analysed for 7 Metals  
55 half filters to be analysed for 2 ions

Total number of whole filters analysed for Si 55  
Total number of half filters analysed for 7 Metals 78  
Total number of half filters analysed for 2 ions 78

26 PM2,5, PTFE filters to be analysed for 8 ions.  
11 PM2,5, Quartz fibre filters to be analysed for EC and OC.

All the 310 filters will be sent to the laboratory in one single batch.  
Total number of samples to be analysed = 443

##### *To be supplied by MEPA*

- a) All the filters and information required by the Laboratory in order to determine the yearly

concentrations of As, Cd, Ca, Fe, Pb, Ni, V, Na<sup>+</sup>, Cl<sup>-</sup> in PM10.

- b) All the filters and information required by the laboratory in order to determine the mass concentration of Na<sup>+</sup>, Ca<sup>2+</sup>, Mg<sup>2+</sup>, K<sup>+</sup>, NH<sub>4</sub><sup>+</sup>, SO<sub>4</sub><sup>2-</sup>, NO<sub>3</sub><sup>-</sup> and Cl<sup>-</sup> as well as EC and OC in PM<sub>2,5</sub>.
- c) “Virgin filters” for QA checks and to be used as blanks.

### Limits of Detection

The laboratory shall, as an absolute minimum standard, meet the limits of detection (for the mass of analyte in the samples to be supplied by MEPA).

- As 16 ng on the sample;
- Cd 14 ng on the sample;
- Ni 55 ng on the sample;
- Pb 1380 on the sample;
- Ca 4000 ng on the sample with a reagent blank better than 400 ng
- Fe 500 ng on the sample;
- V 30 ng on the sample;
- Si 100 ng on sample
- Na<sup>+</sup> 100 ng on the sample;
- Ca<sup>2+</sup> 150 ng on the sample;
- Mg<sup>2+</sup> 30 ng on the sample;
- K<sup>+</sup> 100 ng on the sample;
- NH<sub>4</sub><sup>+</sup> 50 ng on the sample;
- SO<sub>4</sub><sup>2-</sup> 100 ng on the sample;
- NO<sub>3</sub><sup>-</sup> 150 ng on the sample;
- Cl<sup>-</sup> 200 ng on the sample and
- EC/OC 35 µg on the sample

### Filter Data

|                                    |                                      |
|------------------------------------|--------------------------------------|
| PM fraction                        | PM10                                 |
| Filter Material                    | PTFE/Quartz Fibre (146 PTFE + 49 QF) |
| Filter Diameter                    | 47 Mm                                |
| Analytes                           | 7 Metals                             |
| EN 12341 Sampler Flow Rate         | 2,3 m <sup>3</sup> .hr <sup>-1</sup> |
| Total Sampling Time                | 24 Hr                                |
| EN 12341 Sample Quantum per filter | 55,2 m <sup>3</sup>                  |
| Sampling Procedure                 | MSA EN 12341                         |

|                                   |                                          |
|-----------------------------------|------------------------------------------|
| PM fraction                       | PM10                                     |
| Filter Material                   | Quartz Fibre (23)                        |
| Filter Diameter                   | 47 Mm                                    |
| Analytes                          | 7 Metals + 2 Ions                        |
| EN 12341 Sampler Flow Rate        | 2,3 ÷ 2 m <sup>3</sup> .hr <sup>-1</sup> |
| Total Sampling Time               | 24 Hr                                    |
| EN12341 Sample Quantum per filter | 27,6 m <sup>3</sup>                      |
| Sampling Procedure                | MSA EN 12341                             |

|                                   |                                          |
|-----------------------------------|------------------------------------------|
| PM fraction                       | PM10                                     |
| Filter Material                   | PTFE (55)                                |
| Filter Diameter                   | 47 Mm                                    |
| Analytes                          | 7 Metals + 2 Ions + Si                   |
| EN 12341 Sampler Flow Rate        | 2,3 ÷ 2 m <sup>3</sup> .hr <sup>-1</sup> |
| Total Sampling Time               | 24 Hr                                    |
| EN12341 Sample Quantum per filter | 27,6 m <sup>3</sup>                      |
| Sampling Procedure                | MSA EN 12341                             |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| PM fraction                       | PM2,5                                |
| Filter Material                   | PTFE (26)                            |
| Filter Diameter                   | 47 Mm                                |
| Analytes                          | 8 ions (5CIs and 3AIs)               |
| EN 12341 Sampler Flow Rate        | 2,3 m <sup>3</sup> .hr <sup>-1</sup> |
| Total Sampling Time               | 24 Hr                                |
| EN12341 Sample Quantum per filter | 55,2 m <sup>3</sup>                  |
| Sampling Procedure                | MSA EN 14907                         |

|                           |                                      |
|---------------------------|--------------------------------------|
| PM fraction               | PM2,5 (11)                           |
| Filter Material           | Quartz                               |
| Filter Diameter           | 47 Mm                                |
| Analytes                  | EC and OC                            |
| Sampler Flow Rate         | 2,3 m <sup>3</sup> .hr <sup>-1</sup> |
| Total Sampling Time       | 24 Hr                                |
| Sample Quantum per filter | 55,2 m <sup>3</sup>                  |
| Sampling Procedure        | MSA EN 14907                         |

**Result to be achieved through this Activity:**

The main result of this tender is a full report to be produced as described in Section 2.3 above

**IMPORTANT NOTE:**

MEPA will only accept EN standard methods of analysis, and in their absence, ISO standard methods or national (i.e. from any one of the EU Member States) standard methods of analysis. Other methods of analysis will be considered as unacceptable.

#### 4.3 - Project Management

##### 4.3. Responsible Body

1

The overall responsibility of the implementation of this contract lies with MEPA. An official will be appointed to oversee the implementation of the contract.

##### 4.3. Management Structure

2

The Director of Environment (DOE) is the official at the Malta Environment and Planning Authority (MEPA) responsible for this contract. The DOE may delegate various tasks to other officials within MEPA and may appoint an official to act as a project manager and to monitor the progress of this contract.

##### 4.3. Facilities to be provided by the Contracting Authority and/or other parties

3

MEPA will provide facilities for meetings if necessary. In such cases meetings have to be agreed by the contractor and MEPA.

## 5. Logistics and Timing

### 5.1 - Location

The Maltese Islands

### 5.2 - Commencement Date & Period of Execution

The intended commencement date is the last date of signature by both parties and the period of execution of the contract will be 18 weeks from this date. Article 18.1 of the Special Conditions will



determine the actual commencement date and period of execution.

## 6. Requirements

### 6.1 - Personnel

#### 6.1. Other Experts

1

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not have been included in tenders.

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference. For the purposes of this contract, international experts are considered to be those whose permanent residence is outside the beneficiary country while local experts are considered to be those whose permanent residence is in the beneficiary country.

The Consultant should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

Note that civil servants and other staff of the Public Service of the beneficiary country cannot be recruited as experts. See sub-article 9.5 of the General Conditions.

#### 6.1. Support Staff and Backstopping

2

As appropriate.

### 6.2 - Accommodation

Not applicable

### 6.3 - Facilities to be provided by the Tenderer

The tenderer shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The tenderer is to provide the services of a laboratory, which is in possession of a 'Pass' level according to the methodology described in ISO13528 in an European wide proficiency test and inter-laboratory comparisons exercise for the determination of As, Cd, Ni and Pb in Pm10, to carry out the analysis. The laboratory is to be accredited in accordance with ISO17025 for:

- a) The determination of As, Cd, Ni and Pb in the PM10 fraction of airborne dust;
- b) The analysis of Ca, Fe and V in soil except silicon;
- c) For all CIs and Als

If the tenderer is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

## 6.4 - Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## 7. Reports

### 7.1 - Reporting Requirements

Not applicable

### 7.2 - Submission & approval of progress reports

Not applicable

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

| Results                                                                                                                           | Objectives Verifiable Indicators                                             | Source of verification |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------|
| The main result of this tender is a full test report, which shall include sections as per Article 2.3 of these Terms of Reference | Full Test report completed by the Contractor and approved by MEPA by Week 18 | The Full Test report   |

### 8.2 - Special Requirements

Not applicable

## VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

To be completed by the tenderer

The tenderers are requested to submit a technical offer in line with the requirements of this tender document.

The tenderer is hereby requested to fill in the 'blue' cells in the tables below.

| Section 1: Laboratory Information                |  |
|--------------------------------------------------|--|
| Supplier Name                                    |  |
| Supplier Telephone                               |  |
| Supplier email                                   |  |
| Laboratory at which analysis will be carried out |  |
| Laboratory address                               |  |
| Laboratory accreditation                         |  |

A total of 195 filters (146 PTFE and 49 Quartz Fibre) to be analysed for the following metals:

|          |    | Limit Value        | Method | Sample Quantum | Maximum acceptable Detection Limit<br><i>limit mass of analyte on filter</i> | Actual Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>Ambient Concentration</i> | Lab accredited for this test (Y/N) |
|----------|----|--------------------|--------|----------------|------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------|------------------------------------|
|          |    | ng.m <sup>-3</sup> |        | m <sup>3</sup> | ng                                                                           | ng                                                         | ng.m <sup>-3</sup>                              |                                    |
| Arsenic  | As | 6                  |        | 55,2           | 16                                                                           |                                                            |                                                 |                                    |
| Cadmium  | Cd | 5                  |        | 55,2           | 14                                                                           |                                                            |                                                 |                                    |
| Calcium  | Ca |                    |        | 55,2           | 4000                                                                         |                                                            |                                                 |                                    |
| Iron     | Fe |                    |        | 55,2           | 500                                                                          |                                                            |                                                 |                                    |
| Lead     | Pb | 500                |        | 55,2           | 1380                                                                         |                                                            |                                                 |                                    |
| Nickel   | Ni | 20                 |        | 55,2           | 55                                                                           |                                                            |                                                 |                                    |
| Vanadium | V  |                    |        | 55,2           | 30                                                                           |                                                            |                                                 |                                    |

A total of 23 QF filters to be split in two halves, 23 half filters to be analysed for the following metals.

|          |    | Limit Value        | Method | Sample Quantum | Maximum acceptable Detection Limit | Actual Detection Limit    | Detection Limit       | Lab accredited for this test (Y/N) |
|----------|----|--------------------|--------|----------------|------------------------------------|---------------------------|-----------------------|------------------------------------|
|          |    | ng.m <sup>-3</sup> |        | half filter    | limit mass of analyte on filter    | mass of analyte on filter | Ambient Concentration |                                    |
|          |    | ng.m <sup>-3</sup> |        | m <sup>3</sup> | ng                                 | ng                        | ng.m <sup>-3</sup>    |                                    |
| Arsenic  | As | 6                  |        | 27,6           | 16                                 |                           |                       |                                    |
| Cadmium  | Cd | 5                  |        | 27,6           | 14                                 |                           |                       |                                    |
| Calcium  | Ca |                    |        | 27,6           | 4000                               |                           |                       |                                    |
| Iron     | Fe |                    |        | 27,6           | 500                                |                           |                       |                                    |
| Lead     | Pb | 500                |        | 27,6           | 1380                               |                           |                       |                                    |
| Nickel   | Ni | 20                 |        | 27,6           | 55                                 |                           |                       |                                    |
| Vanadium | V  |                    |        | 27,6           | 30                                 |                           |                       |                                    |

A total of 55 PTFE filters to be split in two halves, 55 half filters to be analysed for the following metals and for Si.

|          |    | Limit Value        | Method | Sample Quantum | Maximum acceptable Detection Limit | Actual Detection Limit    | Detection Limit       | Lab accredited for this test (Y/N) |
|----------|----|--------------------|--------|----------------|------------------------------------|---------------------------|-----------------------|------------------------------------|
|          |    | ng.m <sup>-3</sup> |        | half filter    | limit mass of analyte on filter    | mass of analyte on filter | Ambient Concentration |                                    |
|          |    | ng.m <sup>-3</sup> |        | m <sup>3</sup> | ng                                 | ng                        | ng.m <sup>-3</sup>    |                                    |
| Arsenic  | As | 6                  |        | 27,6           | 16                                 |                           |                       |                                    |
| Cadmium  | Cd | 5                  |        | 27,6           | 14                                 |                           |                       |                                    |
| Calcium  | Ca |                    |        | 27,6           | 4000                               |                           |                       |                                    |
| Iron     | Fe |                    |        | 27,6           | 500                                |                           |                       |                                    |
| Lead     | Pb | 500                |        | 27,6           | 1380                               |                           |                       |                                    |
| Nickel   | Ni | 20                 |        | 27,6           | 55                                 |                           |                       |                                    |
| Vanadium | V  |                    |        | 27,6           | 30                                 |                           |                       |                                    |
| Silicon  | Si |                    |        |                | 100                                |                           |                       |                                    |

Note that for Si, the sample quantum has been left empty, because it may be the case that the analyst uses a non-destructive test to quantify the amount of this analyte. If this is the case, there would be no need to split the filter and the sample quantum would be 2×[sample quantum for the other analytes].

### Ion content in PM10

A total of 78 half filters (23 QF and 55 PTFE) to be analysed for the following ions.

|          |                 | Method | Sample Quantum<br><i>half filter</i> | Maximum acceptable Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>Ambient Concentration</i> | Lab accredited for this test (Y/N) |
|----------|-----------------|--------|--------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|------------------------------------|
|          |                 |        | m <sup>3</sup>                       | ng                                                                     | ng                                                  | ng.m <sup>-3</sup>                              |                                    |
| Sodium   | Na <sup>+</sup> |        | 27,6                                 | 100                                                                    |                                                     |                                                 |                                    |
| Chloride | Cl <sup>-</sup> |        | 27,6                                 | 200                                                                    |                                                     |                                                 |                                    |

### 8 ions in PM2,5

26 PTFE filters to be analysed for 8 ions in PM2,5

|           |                               | Method | Sample Quantum<br><i>whole filter</i> | Maximum Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>Ambeint Concentration</i> | Lab accredited for this test (Y/N) |
|-----------|-------------------------------|--------|---------------------------------------|-------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|------------------------------------|
|           |                               |        | m <sup>3</sup>                        | ng                                                          | ng                                                  | ng.m <sup>-3</sup>                              |                                    |
| Ammonium  | NH <sub>4</sub> <sup>+</sup>  |        | 55,2                                  | 50                                                          |                                                     |                                                 |                                    |
| Calcium   | Ca <sup>2+</sup>              |        | 55,2                                  | 150                                                         |                                                     |                                                 |                                    |
| Magnesium | Mg <sup>2+</sup>              |        | 55,2                                  | 30                                                          |                                                     |                                                 |                                    |
| Potassium | K <sup>+</sup>                |        | 55,2                                  | 100                                                         |                                                     |                                                 |                                    |
| Sodium    | Na <sup>+</sup>               |        | 55,2                                  | 100                                                         |                                                     |                                                 |                                    |
| Chloride  | Cl <sup>-</sup>               |        | 55,2                                  | 200                                                         |                                                     |                                                 |                                    |
| Nitrate   | NO <sub>3</sub> <sup>-</sup>  |        | 55,2                                  | 150                                                         |                                                     |                                                 |                                    |
| Sulphate  | SO <sub>4</sub> <sup>2-</sup> |        | 55,2                                  | 100                                                         |                                                     |                                                 |                                    |

### EC and OC content of PM2,5

11 Quartz fibre filters to be analysed for EC and OC in PM2,5.

|                  |    | Method |                | Maximum Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>mass of analyte on filter</i> | Detection Limit<br><i>Concentration</i> | Lab accredited for this test (Y/N) |
|------------------|----|--------|----------------|-------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------|------------------------------------|
|                  |    |        | m <sup>3</sup> | µg                                                          | µg                                                  | µg.m <sup>-3</sup>                      |                                    |
| Elemental Carbon | EC |        | 55,2           | 35                                                          |                                                     |                                         |                                    |
| Organic Carbon   | OC |        | 55,2           | 35                                                          |                                                     |                                         |                                    |

## VOLUME 4 - FINANCIAL BID

### (GLOBAL PRICE CONTRACTS)

Global price for SERVICE TENDER FOR THE ANALYSIS OF TEFLON/QUARTZ FIBRE FILTERS FOR CERTAIN METALS, ANIONS, CATIONS AND ELEMENTAL & ORGANIC CARBON as outlined in the Tender Document, Advert Number .T07/2014:

#### FINANCIAL BID BREAKDOWN

| Item | Description of Service                      | Total Number of Samples | Price of <u>one sample</u> inclusive of all taxes but excluding VAT<br>Amount in Euro (€) | Price inclusive of all taxes but excluding VAT<br>Amount in Euro (€) | VAT<br>Amount in Euro (€) | Total inclusive of VAT<br>Amount in Euro (€) |
|------|---------------------------------------------|-------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------|----------------------------------------------|
| A    | Analyses of samples for 7 metals.           | 273                     |                                                                                           |                                                                      |                           |                                              |
| B    | Analyses of samples for silicon.            | 55                      |                                                                                           |                                                                      |                           |                                              |
| C    | Analyses of samples for EC and OC.          | 11                      |                                                                                           |                                                                      |                           |                                              |
| D    | Analysis of samples for 2 ions Na+ and Cl-) | 78                      |                                                                                           |                                                                      |                           |                                              |
| E    | Analysis of samples for 8 ions              | 26                      |                                                                                           |                                                                      |                           |                                              |
|      | <b>GRAND TOTAL</b>                          |                         |                                                                                           |                                                                      |                           |                                              |

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.