



GOVERNMENT
OF MALTA



REFERENCE NUMBER: [MDP/01/2025]

TENDER FOR THE SUPPLY OF A FOURIER TRANSFORM IR MILK COMPONENT ANALYZER

This project is being financing through EU funds.

IMPORTANT:

- No Bid Bond is requested for this tender.

Date Published: [02.09.2025]

Deadline for Submission: [03.10.2025] at 12.00 CET/CEST

Tender Opening: [03.10.2025] At 12.30
CET/CEST



European Agricultural Fund
for Rural Development:
Europe Investing in Rural Areas

Malta Dairy Products Ltd.,
Mile End Street, Hamrun HMR 1712, Malta

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 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 Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

**Prospective tenderers must submit their offer by email (scanned including attachments) only on:**

**[bids@mdp.com.mt](mailto:bids@mdp.com.mt)**

**Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.**

**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.

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of:

[Fourier Transform IR Milk Component Analyzer]

€ [119577.55] excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value

1.2 The subject of this tender is the [supply of laboratory equipment] of the following [supplies]:

- [The Supply of a Fourier Transform IR Milk Component Analyzer]

1.3 The place of acceptance of the supplies shall be [Malta Dairy Products Ltd., Mile End Street, Hamrun HMR 1712, Malta], the time-limits for the execution of the contract shall be [four) 4 months from the formal notice/order of supply], and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.

1.4 This is a [lump-sum] contract.

1.5 This call for tenders is being issued under an open procedure.

1.6 The beneficiary of this tender is *Malta Dairy Products Ltd.*

1.7 This tender is not a reserved contract.

## 2. Timetable

| 2.                                                                                                                         | DATE         | TIME    |
|----------------------------------------------------------------------------------------------------------------------------|--------------|---------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                     | N/A          | N/A     |
| Deadline for request for any additional information from the Contracting Authority                                         |              |         |
| Clarification requests should be addressed to:<br><i>Contracting Authority s e-mail address:</i><br><i>bids@mdp.com.mt</i> | [20.09.2025] | [12.00] |

|                                                                                                                                                                    |              |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| Last date on which additional information can be issued by the N Contracting Authority                                                                             | [25.09.2025] | [12.00]       |
| Deadline for submission of tenders/Tender opening session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs) | [03.10.2025] | [12.00/12.30] |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                        |              |               |

### 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. Variant Solutions

- 4.1 Variant solutions are not permissible.

### 5. Financing

- 5.1 The project is being *co-financed* by the European Union, in accordance with the rules of <European Agricultural Fund for Rural Development> programme.
- 5.2 The Contracting Authority of this tender is (*Malta Dairy Products Ltd*).

### 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

### 7. Selection and Award Requirements

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

#### (A) Eligibility Criteria

Economic Operators are to provide the necessary documents as follows:

(Note2)

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- (i) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. <sup>(Note 2)</sup>
- (ii) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (iii) Information re Joint Venture/Consortium <sup>(Note 2)</sup>

By submitting an offer, the bidder is confirming that he/she shall provide the Ultimate Beneficiary Owner Sheet upon contract signature.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection Criteria*

### (C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>
- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. <sup>(Note 2)</sup>

### (D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in **Financial Bid Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)**<sup>2020</sup> **(Grand Total)** for the **supplies** tendered. <sup>(Note 3)</sup>

#### Notes to Clause 7:

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

*2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

*3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

*Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.*

## **8. Tender Guarantee (Bid bond)**

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

## **9. Criteria for Award**

- 9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations - S.L. 601.03*

#### *Appeals from decisions taken after the closing date for the submissions of an offer (applicable to procurement where the estimated value meets or exceeds Euro5K)*

**270.** *Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.*

**271.** *The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.*

**272.** *The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.*

**273.** *The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.*

**274.** *The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.*

**275.** *The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.*

**276.** *The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:*

*(a) any decision by the General Contracts Committee, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;*



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*(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;*

*(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;*

*(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;*

*(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;*

*(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:*

*Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;*

*(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;*

*(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.*

## 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.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

### ***Article 2: Law Applicable***

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### ***Article 3: Order of Precedence of Contract Documents***

- 3.1 The contract is made up of the following documents, in order of precedence:
  - (a) the signed agreement;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications and design documentation;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the financial bid form (after arithmetical corrections)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

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

### ***Article 4: Communications***

- 4.1 Further to what is stated in the General Conditions, following tender award, any communication should be made on:

The Project Leader  
Malta Dairy Products Ltd.,  
Mile End Street, Hamrun HMR 1712,  
Malta

### ***Article 7: Supply of Documents***

- 7.4 Not Applicable

### ***Article 8: Assistance with Local Regulations***

- 8.3 As per General Conditions

### ***Article 9: The Contractor's Obligations***

9.6 Visibility requirements shall be in line with the Rural Development Programme for Malta

***Article 10: Origin***

10.1 As per General Conditions

***Article 11: Performance Guarantee***

11.1 Not Applicable

***Article 12: Insurance***

12.1 Not Applicable

***Article 13: Performance Programme (Timetable)***

13.1 Not Applicable

13.2 Not Applicable

***Article 14: Contractor's Drawings/Diagrams***

14.1 Not Applicable

14.7 Not Applicable

***Article 15: Tender Prices***

15.1 As per General Conditions

***Article 16: Tax and Customs Arrangements***

16.1 As per General Conditions

16.2 As per General Conditions

***Article 17: Patents and Licences***

17.1 As per General Conditions

***Article 18: Commencement Order***

18.1 The Contracting Authority shall, unless the Special Conditions state otherwise, fix the date on which performance of the contract is to commence and advise the Contractor by administrative order issued by the Supervisor or by an order issued by the Contracting Authority specify the date on which performance of the contract is to commence.

***Article 19: Period of Execution of Tasks***

19.1 The period of execution of tasks shall commence on the date fixed in accordance with Article 18 and the duration shall be established in the Special Conditions. During the period of execution, the Contractor must finalise all the works to the satisfaction of the Contracting Authority including all items not completed correctly and defective work to be repaired,

commonly known as snags. The contract requirements must be executed **four (4) months** from the issue of the notice of commencement.

***Article 22: Modification to the Contract***

- 22.1 Subject to the limits set in the Special Conditions, the Contracting Authority reserves the right, with the approval of the Central Government Authority, to vary the quantities.
- The unit prices used in the tender shall be applicable to the quantities procured under the modification.
- 22.11 Subject to what is stated in the Public Procurement Regulations, the repetition of supplies shall be capped at a percentage that is to be specified in the Special Conditions. If such capping is not identified in the Special Conditions, it shall be automatically capped at 30% of the contract value. The prerogative to order such repetition of supplies shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.
- 22.12 Subject to what is stated in the Public Procurement Regulations the additional supplies (i.e. new supplies not included in the original tender) shall be capped at a percentage that is to be specified in the Special Conditions. If such capping is not identified in the Special Conditions, it shall be automatically capped at 50% of the contract value. The prerogative to order such additional supplies shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.

***Article 26: Methods of Payment***

- 26.1 Payments will be made in Euro. This is a
- [lump-sum] supplies contract.
- Payments shall be authorized and paid by the Contracting Authority.
- 26.3 As per General Conditions.
- 26.9 There shall be no revision of prices.

***Article 28: Delayed Payments***

- 28.1 The Contracting Authority shall pay the contractor sums due within **60** days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:
- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
  - b) on the first day of the month in which the deadline expired.
- The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

***Article 29: Delivery***

- 29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.

***Article 31: Provisional Acceptance***

As per General Conditions

***Article 32: Warranty***

- 32.1 This warranty shall remain valid for [as per terms] after provisional acceptance.

***Article 33: After-Sales Service***

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of [two] years.

***Article 35: Breach of Contract***

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

***Article 41: Dispute Settlement by Litigation***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a Maltese court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

## SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

### 1. Background

The contracting authority requires the supply, installation, commissioning, and training for a high-precision dairy composition analyzer capable of testing milk and dairy derivatives for a range of compositional and quality parameters. The equipment will be used for quality control and product development in a dairy processing environment.

### 2. Scope of Supply

The successful bidder shall provide:

- One (1) fully functional Fourier Transform Infrared (FTIR) or equivalent dairy composition analyzer suitable for laboratory and dairy plant use.
- Delivery to the designated site.
- Installation and commissioning.
- Initial operator training and provision of operation manuals.
- Warranty and after-sales technical support.

### 3. Minimum Technical Specifications

The analyzer shall be capable of:

- **Sample Types:** Raw milk (from various species), processed milk, cream, whey, whey permeate, and low-lactose milk.
- **Measuring Parameters (minimum):**
- **Milk** - Fat, Protein, Lactose, Low Lactose, Total Solids, Solids Non-Fat, Density, Titratable Acidity, Free Fatty Acids, Urea, Casein, Glucose, Galactose, Citric acid.
- **Cream** - Predictions Model included: Fat, Protein, Lactose, Total Solids, Solids Non-Fat
- **Whey & Whey Permeate** - Predictions Model included: Fat, Protein, Lactose, Total Solids, Solids Non-Fat, Titratable Acidity
- **Yoghurt & Fermented Milk (Uncultured yoghurt mix, Cultured yoghurt, Buttermilk, Crème fraîche and sour cream, Fermented dairy products containing fruits and sugars)** - Fat, Protein, Lactose, Total Solids, Solids Non-Fat, Glucose, Fructose, Sucrose, Total Sugars, Lactic Acid.
- **Concentrated and Fortified Milk** (Chocolate milk, Flavoured milk, Concentrated milk, Evaporated milk, Sweetened condensed milk, Baby milk, Infant formula, Infant formula powder reconstituted) - Fat, Protein, Lactose, Total Solids, Solids Non-Fat.
- **Concentrated Whey** (Whey concentrate, Whey protein concentrate, Evaporated whey, Ultra filtrated whey, Permeate concentrate) - Fat, Protein, Lactose, Total Solids, Solids Non-Fat, Acidity
- **Accuracy & Repeatability:** In line with relevant ISO/IDF standards for dairy analysis.
- **Sample Throughput:** Minimum 100 samples per hour.
- **Operating Environment:** Suitable for use in a controlled laboratory or dairy quality control setting.
- **Calibration:** Supplied pre-calibrated for listed parameters, with capacity for user calibration and updates.
- **Data Management:** Integrated software for sample analysis, data storage, and export in standard formats (e.g., CSV, Excel, LIMS).

### 3. Warranty:

- 1 Year

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Tender Guarantee***

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

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.

### ***4.8 - General Rules Governing Tendering for NGOs***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).