

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

1 December 2006

PUTTY AND GLASS

Heads of Department and Accounting Officers are to note that the contract for the supply and delivery of Putty and Glass to Government Departments and Parastatal Bodies, as and when required, has been placed with the contractors shown below at the prices indicated. Prices are inclusive of all charges and taxes including 18% VAT.

(A) Putty (suitable for wood-frames and metal casements)

Pace & Mercieca Ltd.
20 S. Zerafa Street
Marsa

Tel: 21220020
VAT No.: 10277520

Item 1.1 - Containers by 25 kgs – Lm6.95,0 per container

Item 1.2 - Containers by 10 kgs – Lm3.50,0 per container

Payments are to be made direct to Pace & Mercieca Ltd.

(B) Glass

Combined Industries Ltd.
237 Fleur-De-Lys Road
Birkirkara BKR 08

Tel: 21496392/21444826
VAT No.:1157-4431

Item 2.1 - Clear 2mm - Lm2.90,0 per square metre

Item 2.2 - Clear 3mm – Lm4.25,0 per square metre

Item 2.3 - Clear 6mm – Lm5.70,0 per square metre

Item 3.1 - Wired 6mm – Lm12.00,0 per square metre

Item 4 - Decorative (hammered) 4m – Lm5.00,0 per square metre.

Payments are to be made direct to Combined Industries Ltd.

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.... cont. Circular 45/2006

This contract shall run from the 2nd January 2007 up to the 31st December 2007.

User departments are to ensure that the conditions of contract are fully adhered to, particularly clauses 5, 6, 7 and 8 of the special conditions.

A copy of the Specifications and Conditions regarding this contract is attached.

This contract is also governed by the attached “General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract.”

A. Cachia
f/Director General (Contracts)

encls

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF PUTTY AND GLASS

Scope of Contract

1. This contract provides for the supply and delivery inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable to Government Departments and Parastatal Bodies as and when required, of Putty and Glass as described in the attached schedule. Supply shall be made in accordance with the attached General Conditions of Contract for the supply of Goods and Materials under a running (Period) contract insofar as these are not inconsistent with these specifications and special conditions.

Period of Completion

2. This contract shall run from the 2nd January 2007 and terminates on the 31st December 2007. However the Government reserves the right to extend the contract for a further period of two calendar months after the due termination date.

Quantities

3. The quantities shown on the schedules are only indicative and where necessary may be exceeded. Moreover Government reserves the right not to order any or part of the quantities shown against each item and Government would not by doing so be held liable to any damages or other costs whatsoever.

Certificates

4. Samples are not required. However authentic test certificates (in English) showing that the putty and glass being offered comply to the norms indicated in Clauses 7 and 8 are to accompany the tender. Failure to comply with this condition before the closing date and time fixed for the submission of the tender may invalidate the tender.

Deliveries

5. A supply shall be made on receipt of a Requisition or Order from Head of Department concerned or his representatives and the material delivered within the time specified. Government will not accept liability for verbal orders and will not meet claims for any value thereof even though the material may have been supplied and made use of by the Department concerned.
6. The Head of department shall have the power to reject any consignment or part thereof, should it not be to his satisfaction or should the material not be in accordance with the specifications/sample submitted by contractor and approved by Government for award of contract.

SPECIFICATIONS

Putty

7. The putty for both wood frames and metal casement shall conform to British Standard 544 (latest edition) and Australian Standard 1263 or equivalent european standards. Slight variation from the quoted standard not effecting quality or performance will be considered.

Glass

8. The clear sheet glass shall conform to British Standard 952 Part 1:1978 (latest edition) or the equivalent european standard. The quality of the sheet glass tenderers propose to supply is to be such as to present a minimum of distortion of vision and reflection. In this regard Government reserves the right to reject any consignment of glass which in the opinion of the Head of Department concerned is not of the required quality due to distinct distortion of vision and reflection. The clear sheet glass shall be supplied in the dimensions specified on the requisition submitted by Department.

GENERAL CONDITIONS

9. Tenderers shall quote a unit rate in Maltese currency for each item they offer to supply as indicated on attached schedule. Prices shall be inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
10. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.

Prices

11. Tenderers shall quote a unit rate in Maltese currency for each box they offer to supply. Tenderers must quote a price for each individual items as per schedule. Failure to comply will involve non-consideration of the tender. Prices shall be inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
12. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
13. **Interpretation of Correction of Tender Documents**
 - a. Tenderers shall promptly notify the Director of Contracts of any ambiguity in or discrepancy between any of the Tender documents which they may discover upon examination of the Tender Documents.
 - b. Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request shall reach the Director of Contracts at least sixteen (16) days prior to the date of receipt of Tenders. Any request after this date will not be accepted.

- c. Any interpretations, corrections or changes to the Tender Documents by the Director of Contracts will be made by an official addenda. Interpretations, corrections or changes made in any other manner will not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.

14. **Addenda**

- a. Addenda will be telefaxed and confirmed by mail to the Tenderers.
- b. No addenda will be issued later than six (6) days prior to the date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.
- c. Each Tenderer shall ascertain, prior to submitting his Tender, that he has received all addenda issued and shall acknowledge their receipt in his Tender.

15. Arbitration: Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.

16. **Data Protection Act**

The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organization, and will not be disclosed or copied without your consent to anyone outside the Ministry of Finance unless the law permits us to.

17. **Payments**

The payment terms referred to under the relative Clause of the General Conditions particular to this tender states that payment shall be effective within a reasonable period time. This should be taken to mean that payment is to be effected within 60 days from the date of receipt of the invoice or request for goods delivered, services rendered or work carried out to the satisfaction of the Head of Department or his representative.

In breach of this time limit a contractor would become entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period.

18. **Ownership of Tenders**

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

19. **Confidentiality**

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communication neither to the tenderers nor to any party.

20. **Appeals Board**

This tender is being published and awarded subject to the appeals board procedure as set forth in the Financial Administration and Audit Act (Cap 174), Legal Notice No. 177, Public Contracts Regulations 2005 published in the Government Gazette No. 17775 dated 3rd June 2005 and as amended by LN 130 of 2006. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

21. **Award Notification**

Tenders are opened and scheduled in public by the General Contracts Committee members within the Contracts Department and the names of the Bidders are published. Once the recommendations made by the Adjudication Team are accepted, the awardee's name shall be published by the Department of Contracts every Wednesday and Friday. Bidders can obtain this information by polling fax number 21226156 or by viewing the Department's website on www.contracts.gov.mt.

23. The attached 'General Conditions Governing the Employment of Labour in Malta' and 'General Conditions for the supply of material and other articles' insofar as they are not inconsistent with the above shall also apply.