

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

31 December 2006

Rectangular Precast Hollow Concrete Blocks

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery to Government Departments and Parastatal Bodies of Rectangular Precast Hollow Concrete Blocks in the sizes, grades and prices shown hereunder, as and when required has been awarded to:

Blokrete Ltd.
Mosta Road
Lija BZN 09

Tel: 21433953
VAT No.: 1009-5807

Item 1 – Grade A, Double 230mm thick at Lm0.43,0 each;
Item 2 – Grade B, Single 230mm thick at Lm0.41,0 each;
Grade B, Single 150mm thick at Lm0.29,5 each;
Item 3 – Grade C, Single 115mm thick at Lm0.27,0 each;

2. Prices are inclusive of all charges and taxes, including VAT at 18%.
3. Payments to M/S Blokrete Ltd are to be made through:

BOV Trade Centre – Santa Venera

quoting guarantee No: G72TFC39

4. User Departments are to ensure that the blocks supplied to them are of the same quality as per certificates accompanying the tender. Certificates can be viewed at the Contracts Department.

....cont.Circ. 50 /2006

5. This contract shall run from the 2 January 2007 up to the 31st December 2007.
6. The Specifications and Conditions regulating this contract are attached. User departments are to ensure that these conditions are strictly adhered to especially Clause 6.
7. This contract is also governed by the usual 'General Conditions for Supply of Goods and Materials under a Running Period Contract.'

A. Cachia
Director General (Contracts)

encls.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF PRECAST RECTANGULAR HOLLOW CONCRETE BLOCKS

1. Scope of Contract

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 in Malta only, as and when required, of Rectangular Precast Hollow Concrete Blocks 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.

2. Period of completion

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

3. Quantities

Notwithstanding any other clauses regarding quantities in the attached General Conditions, the quantities shown on the schedule are only indicative. However, Government reserves the right not to order any of the quantities shown against each item and the Government would not by doing so be held liable to any damages or other costs whatsoever. Moreover the successful contractor shall be bound to continue supplying up to the end of the contract period should the amount indicated be exceeded.

4. Certificates

With their offers, tenderers are to provide:

- a) An authentic test certificate/s from an independent laboratory showing that the material being offered complies to the specifications indicated in clause 7. The testing and date of such certificate should not be older than 6 months from the closing date of the tender.
- b) Tenderers offering material with non-British standard, have to furnish 2 copies in English of the relative standard to which the material offered is manufactured and also the test certificate/s requested in 4a.

- c) Failure to comply with conditions (a) and (b) above before the closing date and time fixed for the submission of the tender will invalidate the tender.

5. Samples

After the award of the contract, the Head of Department or his representative reserves the right to take as many samples and make any tests of any material that are deemed necessary on the materials being supplied. The expense involved in sampling and tests of any material that does not reach the minimum standards specified in Clause 7 will be charged to the supplier.

6. Deliveries

- a. A supply shall be made on receipt of a Requisition or Order from the Head of Department concerned or his representative and the material delivered within the time specified which at no time shall be less than 24 (twenty four) hours unless otherwise agreed to by the supplier. 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.
- b. 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 issued for the award of this contract.

7. SPECIFICATIONS

a. Binders

The binder used for the manufacture of blocks shall be ordinary Portland cement complying to B.S. 12 or the equivalent European standard.

b. Aggregates

The blocks shall be made of 10mm aggregate and sand complying to B.S. 882 : 1983 or the equivalent European standard.

c. Materials

All blocks supplied shall not be delivered to site before the required strength is achieved.

d. Sizes

The blocks shall be made to the following dimensions:

Length	-	460 mm
Height	-	260mm
Thickness	-	63, 115, 150 and 230 mm

e. Dimensional Deviations

Blocks of thickness 75mm or greater shall be tested for dimensional deviations in accordance with Appendix A of BS 6073:Part 1:1981 or the equivalent European standard. The maximum dimensional deviations for blocks shall be as follows:

Dimensions	Maximum dimensional deviation for blocks
Length	+ 3mm - 5mm
Height	+ 3mm - 5mm
Thickness	+ 2mm - 2mm
	Average
	+ 4mm - 4mm at any individual point

f. End and Bedding Surfaces

The faces and ends of hollow blocks shall be perpendicular to each other within the dimensional deviations specified in clause 7e.

g. Compressive strength.

Blocks of thickness 75mm or greater shall be tested for compression strength in accordance with Appendix B of B.S. 6073:Part 1: 1981 or the equivalent European standard, but in exception to following conditions which must be satisfied:

- i) The average compressive strength of 10 blocks (of each type) shall not be less than:

8 N/mm ² for Type A
7 N/mm ² for Type B1 and Type B2 (all values based on the gross area of the blocks)
5 N/mm ² for Type C

- ii) The corresponding lowest crushing strength of any individual block shall be not less than 80% of the minimum permissible average crushing strength given in (i).

h. Transverse strength

Blocks of thickness less than 75mm (Type D) shall be tested for transverse strength in accordance with Appendix C of BS 6073:Pt:1:1981 or the equivalent European standard. For compliance with this part, the average transverse strength of five blocks shall be not less than 0.65N/mm².

8. GENERAL CONDITIONS

- a) Tenderers shall quote a unit rate in Maltese currency for each block they offer to supply inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable, for delivery to site/departments of the material being offered. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
- b) The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
- c) 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.

9. 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.

10. 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.

Appeal Board

11. This tender is being published and awarded subject to the appeals 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. A copy of the relevant Part XIII of these regulations is being attached with this tender document.
12. Occupational Health and Safety - The contractor shall assume full responsibility and accountability regarding the health and safety of his/her employees and/or sub-contractors including any third parties involved in the execution of this contract.
13. 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.

14. Data Protection Clause

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 organisation and will not be disclosed or copied without your consent to anyone outside the Ministry of Finance unless the law permits us to.

Payment

15. The payment terms referred to under the relative Clauses of the General Conditions particular to this tender states that payment shall be effected within a reasonable period of time. This should be taken to mean that payment is to be effected within 90 days from the date of receipt of the invoice or request for payment for goods delivered, services rendered or

works 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.

Award Notification

16. 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 visiting the Department's Website:- contracts.gov.mt
17. 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.