

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

16 November 2007

PUTTY AND GLASS

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

Putty

This item was not awarded, therefore, any requirements are to be made from the open market.

Glass

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

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

- Item 2.1 - Clear 2mm – Lm3.11,0 per square metre
- Item 2.2 - Clear 3mm – Lm4.55,0 per square metre
- Item 2.3 - Clear 6mm – Lm6.10,0 per square metre
- Item 3.1 - Wired 6mm – Lm12.84,0 per square metre
- Item 4 - Decorative (hammered) 4m – Lm5.35,0 per square metre.

Payments are not to be made until further notice.

This contract shall run from the 2nd January 2008 up to the 31st December 2008.

User departments are to ensure that the conditions of contract are fully adhered to, particularly clauses 5, 6, 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.”

F Attard
Director General (Contracts)

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, 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 2008 and terminates on the 31st December 2008. 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 6262:1982 – Table 5 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 OF CONTRACT FOR THE SUPPLY OF GOODS AND MATERIALS UNDER A RUNNING (PERIOD) CONTRACT

1. The goods and/or materials to be supplied and delivered under this contract shall be the items described in the Specification and in the Schedule in the quantities shown on the latter. The quantity in respect of each item as indicated in the Schedule is individually subject to a variation of plus or minus twenty (20) per cent.
2. The goods and/or materials shall be supplied, as and when required, on receipt of a Requisition or Order from the Head of Department concerned or his / her representative and shall be delivered to the place or places indicated on the Order within the time specified thereon.
3. The Government will not accept liability for verbal orders and will not meet claims for any value thereof even though the goods and/or materials may have been delivered and made use of by the department concerned.
4. Subject to the provisions of clause 1 above, the contractor may be required to supply and to deliver, on any day as directed, up to a maximum quantity in respect of each item equivalent to double the quantity specified in the Schedule divided by the number of working days falling within the contract period.
5. The contractor shall keep reasonable stocks of each item to meet all demands during the period of the contract.
6. Whenever so requested, the contractor shall give two days' notice to the Head of Department or to the officer representing him of the date on which the supply of a requisition will be made, in default whereof he shall incur a penalty of Lm2 for every requisition in respect of which he has not given notice and the Head of Department shall have the right to reject the supply covered by such requisition and, if he deems fit, to fix a later date for the delivery thereof.
7. Each supply shall be measured on delivery by the representative of the Head of Department and shall be accompanied by a delivery note showing the quantity being supplied under each item of the Schedule and the Head of Department's representative shall receipt such note provided the quantities on the delivery note tally with the quantities supplied. Should the quantities shown on the delivery note as being supplied not conform to the quantities **actually** supplied, the contractor shall become liable to a fine equivalent to double the value, at the contract rate, of the quantity short-delivered.
8. The Head of Department or his /her representative shall have the power to reject any goods and/or materials supplied by the contractor should they be not in accordance with the Specifications or with the sample produced by the contractor and approved by Government and the contractor shall remove the rejected goods at his /her expense within the shortest possible time.
9. The contractor shall be bound to replace any rejected goods and/or materials with goods and/or materials of the approved quality within the time prescribed by the Head of the Department concerned.
10. Moreover, the contractor shall incur a fine equivalent to ten per cent of the value of the goods and/or materials delivered should they be found to be of inferior quality not in accordance with the Specifications and the approved sample/s or of having been supplied from sources other than those approved and accepted for the contract unless approval to supply from these sources has been obtained in writing from the Government.

11. Besides the fines stipulated in clauses 7 and 10 above, the Government shall have the right to annul the contract if, (a) have supplied quantities of the goods and/or materials less than the quantities shown on the delivery note or (b) having supplied goods and/or materials of inferior quality not in accordance with the Specification or from non-approved sources, and in either of these two cases as may be, having been warned in writing, the contractor again supplies goods and/or materials less than the quantities shown on the delivery note or again supplies goods and/or materials of inferior quality or from non-approved sources.
12. Should the contract be annulled in terms of clause 11 above, such annulment shall automatically entail a penalty equivalent to ten per cent of the value of the unperformed part of the contract to which the contractor shall become liable in addition to any compensation which may be due to the Government for damages.
13. Should the contractor fail, refuse or neglect to supply or to replace as in clause 9, any goods and/or materials within the period prescribed, he shall become liable for the whole period and on account of the delay to a penalty equivalent to one per cent per week of the value of the goods and/or materials the supply of which is in arrear, up to the day on which the delivery shall have been completed. The Head of Department shall moreover, without prejudice to the payment of the fines to which the contractor may have become liable, and without the necessity of any prior legal proceedings have the right to order from other sources, at his / her discretion such goods and/or materials at any price on account, and at the expense, of the contractor.
14. Should the contractor fail to effect delivery of any order or to effect replacement of any rejected goods and/or materials within the time prescribed in terms of the contract, without having previously obtained an extension in writing from the Head of Department – such an extension will be granted only in exceptional circumstances – Government shall have the right to dissolve the contract and to consider it as having been abandoned by the Contractor. Should the contract be so or otherwise abandoned, wholly or in part, the Contractor besides being liable to payment of the penalties incurred for delay and of any damages deriving from such abandonment shall incur a further penalty equivalent to ten per cent of the value of the unperformed part of the contract. Provided that no penalty for delay shall be enforced with respect to the specific Requisition giving place to the dissolution and abandonment of the contract.
15. Payment of any fine to which the Contractor may have become liable under clauses 6, 7, 10, 12, 13 and 14 above and the exercise by the Government of any of its rights under clauses 13 and 14 hereof shall not exempt the contractor from his / her liabilities for damages deriving from his / her failure to supply any order or orders under this contract.
16. For the smooth working of the contract, contact at all times must be established between the successful contractor and the various officers concerned of the department and for this reason the contractor must have his / her own telephone.
17. Monthly payments shall be made to the contractor by the end of the month subsequent to that in which a supply shall have been made. The Head of Department shall however have the right to stop any payment due whenever in his/her opinion the contractor is under penalty for breach of any of the conditions of the contract.
18. The contractor shall provide at his own expense all necessary labour and transport required for the execution of this contract.

19. The contractor shall abide strictly by any and all safety regulations concerning the construction and loading of the vehicles employed on this contract.
20. The contractor shall not employ on this contract any vehicle which is not covered by a Motor Vehicle Insurance (Third Party Risks) policy issued by a recognised Insurer in Malta.
21. It shall not be lawful for the contractor to employ any driver on any of the vehicles used on this contract who is not the holder of the requisite special driving licence issued by the Commissioner of Police.
22. The contractor may be required to dismiss at once any work-man who, in the opinion of the Head of Department, is considered incompetent, misbehaves, or whose presence on this contract is undesirable. He shall also be liable for any damages caused to Government property in any way by men employed by him.
23. Deliveries shall be effected only on working days during Government working hours and no deliveries shall be made or accepted on Saturdays, Sundays, Holidays of Obligation and Public Holidays. However, the Head of Department reserves the right to depart from this rule should circumstances so dictate.
24. Should the successful tenderer be resident abroad he shall be require to appoint a representative in Malta with whom all transactions in connection with the contract shall be made by the Government.
25. The attached “General Conditions of Contract for the Supply of Materials and Other Articles” insofar as they are not inconsistent with the “General Conditions of Contract for the Supply of Goods and Materials under a Running (Period) Contract” shall also apply.