

Department of Contracts
Notre Dame Ravelin
Floriana

To Ministries and
Heads of Departments

10 June 2008

Ordinary Portland Cement

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply of Ordinary Portland Cement, to Ministries and Government Departments, as and when required, has been awarded to:

Messrs Joseph Caruana Co. Ltd.
Caruana Buildings
Mgarr Road
Victoria

Tel: 21560019
VAT No. 1162 – 7308

at the prices shown hereunder. Prices are inclusive of all charges and taxes including 18% VAT.

- a) €6.19 per bag of 50Kgs net delivered to any site in Malta and Gozo
 - b) €6.10 per bag of 50Kgs net ex-warehouse in Malta and Gozo.
2. The Ordinary Portland Cement shall be of the “Ital Cement” brand.
 3. This contract shall run from the 1st July 2008 up to the 30th June 2009.
 4. Payments are to be made direct to contractor.
 5. User Departments are requested to ensure that the cement supplied to them conforms with the attached specifications and that the conditions of contract are strictly adhered to.
 6. 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)

encls.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF ORDINARY PORTLAND CEMENT

Scope of Contract

1. This contract provides for the supply to Government Departments and Parastatal Bodies, as and when required, of Ordinary Portland Cement, as described in the attached specifications. Supplies shall be made in accordance with the attached General Conditions of Contract for the supply of Goods and Materials under a running Framework Agreement (Period Contract) insofar as these are not inconsistent with these specifications and special conditions.

Period of Completion

2. This contract shall run from the 1st July 2008 and terminates on the 30th June 2009. However Government reserves the right to extend the contract for a further period of three (3) calendar months after the due termination date.

Quantities

3. 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 cost 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.

Samples

4. Samples are not required. However prospective contractors are to furnish with their offer a test certificate report (in English) issued by a recognized local or foreign entity confirming that the cement being offered is manufactured according to and complies fully with B.S. 12:1978 or an equivalent European standard. The date of such certificate should not be older than twelve months from the closing date of tender. Failure to comply with this condition will invalidate the tender.

Deliveries

5. Supply shall be made on receipt of a Requisition or Order from the Head of Department concerned or his representative. 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. Delivery shall be effected within not more than ten (10) working days from the date of the written order or requisition. The contractor

shall, however, be bound to keep in stock at all times a supply equivalent to 5% of the quantities indicated in the schedule, which stocks shall cater for any emergency requirement as duly approved by the Director of Contracts.

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 / certificate submitted by contractor and approved by Government for award of contract. Any rejected material shall be collected by the contractor and replaced within ten days of the receipt of notice to that effect from the Heads of Department concerned. Vouchers shall be prepared for payment to the contractor when the material is to the entire satisfaction of the Head of Department concerned.

SPECIFICATIONS

7. The cement shall be supplied in bags by 50 Kilos nett, and shall conform to B.S. 12:1978 or an equivalent european standard. Certificates or equivalent guarantees in English that the cement being offered conforms to the said British Standard are to accompany the tender.

General Conditions

Prices

Tenderers shall quote a unit rate in Euro for each item they offer to supply. Tenderers are to quote for all items in the schedule, incomplete offers may not be considered. It shall be the prerogative of the Department of Contracts to decide whether one full contract or partial ones should be awarded.

The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.

Rates

Tenderers are required to submit their offer in Euro and rates should include VAT, Eco-Contribution and all other charges / taxes as may be applicable on the closing date of the tendering period, as well as any other expenses. The tendered rates shall be fixed and no allowance will be made for any fluctuation or for any increase or decrease in the cost of labour and / or any other expenses.

However, and unless otherwise specified in the tender documentation, any tenderer may submit a bid in any other freely convertible currency. In such cases, the overall price shall, for evaluation purposes, be converted to Euro at the rate of exchange established by the Central Bank of Malta as applicable on the closing date of the tendering period. In the event that the bidder is awarded the contract, any payments deriving from the award will be honoured in the currency that is legal tender at the

time of payment. Payments may also be made in the same currency quoted in the bid, provided that this is specifically requested at the time of bidding by the tenderer and that all expenses related to the application of the relevant exchange rate at the time of payment shall be borne by the successful tenderer.

Interpretation or 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 and 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.

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.

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.

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.

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.

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.

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.

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. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

Employment

The company awarded the tender is to make sure that its personnel are all employed according to the current Maltese Laws on Employment.

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 visiting the Department's website:- www.contracts.gov.mt

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.