



Department of Contracts

Notre Dame Ravelin

FLORIANA FRN 1600

MALTA

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ADVERT NUMBER: CT/A/001/2023


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DEPT REF: KGT/T/001/2023

SALE 'TALE QUALE' OF SCRAP MATERIAL BY THE KORDIN GRAIN TERMINAL CO LTD

Date Published: 14 APR 2023

Deadline for Submission: 04 MAY 2023 At 10:00 CEST

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

Department of Contracts

Notre Dame Ravelin, FLORIANA FRN 1600, MALTA.

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Table of Contents

Table of Contents	2
SECTION 1 - INSTRUCTIONS TO BIDDERS	3
1. General Instructions	3
2. Timetable.....	3
3. Viewing/Inspection of the Scrap Material	3
4. Lots.....	3
5. Criteria for Award	4
6. Cancellation of Tender	4
7. Specifications	4
8. Submission of Tenders:	4
8. Contract Signature	5
9. Procedure, Payment and Collection of Material	5
SECTION 2 - TECHNICAL SPECIFICATIONS	7
Financial Offer	10
DRAFT CONTRACT AGREEMENT	13

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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 In submitting a tender, the bidder accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority, whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

- 1.2 The subject of this tender is the sale 'tale quale' of scrap material which includes collection, weighing, and transportation of the same material being sold in accordance with Article 108 of S.L. 601.01 - General Financial Regulations. The material shall be transported to an address of the contractor's choice.
- 1.3 The place where the material shall be collected from is Kordin Grain Terminal, VGT Port, Telgha ta' Ras Hanzir, Paola, Malta. The time-limits for collection, weighing and transportation, shall be within not more than twenty (20) working days from the last date of last signature on contract. The time-limit to effect the payment shall be no later than thirty (30) calendar days from the date of the invoice issued by the Contracting Authority.
- 1.4 This is a unit price sale.
- 1.5 This call for tenders is being issued under an open procedure.

## 2. Timetable

|                                    | DATE        | TIME     |
|------------------------------------|-------------|----------|
| Clarification Meeting / Site Visit | 21 Apr 2023 | 10:00hrs |
| Deadline for submission of tenders | 04 May 2023 | 10:00hrs |

\* Central European Summer Time (CEST)

## 3. Viewing/Inspection of the Scrap Material

- 3.1 A clarification meeting / site visit will be held on the date and time indicated in Clause 2, at Kordin Grain Terminal, VGT Port, Telgha ta' Ras Hanzir, Paola, Malta. The Contracting Authority shall also address any queries regarding the tender document.

Visits by individual prospective bidders during the tender period other than that scheduled in this tender document are not permitted.

## 4. Lots

This tender is not divided into lots. Tenderers are to submit an offer for all the scrap material resulting from the dismantling of the Portalink 1100 Mechanical Ship Unloader and made available by the Contracting Authority,

## **5. Criteria for Award**

The tender will be awarded to the administratively and technically compliant bidder quoting the highest overall price.

N.B. - Offers containing prices below €0.76 per kilogram of Steel shall be automatically disqualified from participating in the adjudication process.

## **6. Cancellation of Tender**

The Contracting Authority may cancel this procedure at all times during publication stage and in any stage, if it is not deemed feasible to continue with the process

The Contracting Authority shall automatically refuse and disqualify any offers which contain offers for Steel below the price of €0.76 per kilogram.

## **7. Specifications**

### **A. Exclusion (Blacklisting)<sup>(Note 2)</sup>**

- i. Economic Operators are to submit a signed declaration confirming that they do not fall under any of the grounds listed under Part VI of LN352/2016 (please refer to Appendix A of this document).

### **B. Technical <sup>(Note 3)</sup>**

- i. As part of the documentation with their offer, prospective bidders are required to fill in the Technical Questionnaire (please refer to Appendix B of this document).

## **8. Submission of Tenders:**

The bidder's submission must be typed in / or handwritten in indelible ink. The Price tendered shall be excluding VAT however the successful bidder shall be liable to pay all applicable charges and/or taxes. The currency of the tender is the Euro (€).

The envelope must bear only:

- (i) The address of the Department of Contracts.
- (ii) The reference of the invitation to tender concerned i.e. CT/A/001/2023 - CT5011/2023
- (iii) The name of the bidder.

The envelope must contain the following documents:

- (i) A signed Exclusion Grounds Declaration.
- (ii) A filled in Technical Questionnaire.
- (iii) The Financial Offer.

Note regarding the Financial Offer:

Prospective bidders are being requested to quote the unit price (€/kg) of the following non-ferrous metals:

- Steel
- Wires/Cables
- Cast Iron

The Contracting Authority has estimated a quantity of 200-250 tonnes of scrap for sale, but this is determined on the basis of the certificates for the material weighed. This quantity is only indicative. The final quantity of scrap material will be determined after all scrap material has been weighed by the contractor. Should the total weight of the scrap material produced be less than the above values, the contractor shall not be entitled to claim compensation for the unused quantities

All documentation must be submitted in English and deposited in the tender box at Department of Contracts, Notre Dame Ravelin, Floriana, **before** the deadline for submission.

Offers must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**Department of Contracts**

**Notre Dame Ravelin**

**FLORIANA FRN 1600**

**MALTA**

**Late tenders shall not be considered.**

## ***8. Contract Signature***

The successful bidder will be invited to sign the Contract within fifteen (15) days from notification. Only this Contract will constitute an official commitment on the part of the Contracting Authority. The collection, weighing and transportation of the scrap material may not be affected until the Contract has been signed.

The Contracting Authority will only release the material once a weighing certificate has been issued by its officers. All collections and weighing shall be done in the presence of one of its officers who shall accompany the contractor for each weighing.

## ***9. Procedure, Payment and Collection of Material***

- i. The full invoice of the material weighed based on the rates tendered shall be issued within not more than seven (7) working days after all the material has been collected. The Contracting Authority shall be providing the payment details to the contractor upon contract signature.
- ii. The payment shall be effected either by bank transfer (SEPA) or by cheque. No cash payments are allowed.
- iii. Payments shall be made in EURO (€).
- iv. Payments shall be made directly to the Contracting Authority and as directed by the Accounts Department of the Contracting Authority.
- v. After the collection, weighing and transportation of the material, the Contractor shall pay to the Contracting Authority (Kordin Grain Terminal Co. Ltd), the cost of materials collected (by type and worked out on a pro rata as per offer). An invoice shall be issued by the Contracting Authority according to the weight of scrap material (by type) collected. Upon receipt / confirmation of payment by the Contractor, the Contracting Authority shall issue a receipt (proof of payment) to the Contractor.
- vi. The contractor shall pay the Contracting Authority the sum due by not later than thirty (30) calendar days from the date of the invoice. Failure to comply with this deadline will lead to legal proceedings and also the provisions of the Late Payments Directive as per LN272/2012. The interest charged for late payment will be the rate in force on the day preceding the expiry of the payment deadline.
- vii. Collection, weighing and transportation of all the material is to be completed within twenty (20) working days from date of last signature of the contract (during office hours - Monday to Friday between 0700hrs till 1600hrs). The procedure that the contractor shall follow shall be the following:
  - a. The Contractor shall weigh the empty vehicle of transportation on the Contracting Authority's weighbridge in the presence of an official from the Contracting Authority.
  - b. The weight of the empty vehicle shall be recorded on the weighbridge.
  - c. The contractor shall proceed to collect the scrap material and load it on the vehicle.

- d. Once loaded, the vehicle shall then be weighed again on the weighbridge.
  - e. The weight of the loaded vehicle shall be recorded on the weighbridge.
  - f. The difference between the weight of the empty vehicle and the weight of the loaded vehicle shall be recorded and a certificate shall be issued accordingly certifying the type of material and the weight.
  - g. The contractor may then proceed to transport the material to an address of his/her choice at his own risk and expense.
- viii. Should the weighbridge be unavailable for use during the execution of the contract, the Contracting Authority shall instruct the contractor on where the material shall be weighed. Should the Contracting Authority instruct the contractor to weigh the material at any other facility other than its own, all weighing shall still be done in the presence of the Contracting Authority's representative and shall still follow the same procedure provided above in sub-article vii with the only variable being the weighing location/facility.
- ix. The dimensions of the Contracting Authority's weighbridge are 14m x 3m. The contractor shall use a vehicle which is not wider than 2.85m.
- x. The load bearing factor of the weighbridge is 60 metric tons. The contractor shall load a total of no more than 60 metric tons (the vehicle's weight + the loaded scrap material) for each trip. The Contracting Authority can refuse releasing material for weighing if it deems that the vehicle has been overloaded.
- xi. The contractor will have to make good for any damages which may be caused to Government or third party property during the removal of items.
- xii. The awarded contract does not exonerate the Successful bidder from the obligations of obtaining any other permit/license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- xiii. Failure to affect payment within the stipulated timeframes will entitle the Contracting Authority to consider a breach of contract and will proceed with legal proceedings.

## SECTION 2 - TECHNICAL SPECIFICATIONS

### Scope:

1. The Contracting Authority, Kordin Grain Terminal Co. Ltd shall be dismantling the existing Portalink 1100 Ship Unloader that it currently has on site. The dismantling forms part of another Contract (CT2240/2022) which is being implemented by the same contracting authority.
2. The scrap material being generated by the dismantling of the Portalink 1100 Ship Unloader shall be the material which is the subject of this call for tenders.
3. The material being dismantled shall be of different metals (i.e. Steel and Cast Iron) and also wires/cables. The material shall accumulate to approximately 200 - 250 tons in total, however this is subject to the weighing of the material.
4. The scope of this tender is for the sale 'tale quale' of scrap material being generated by the dismantling of the Portalink 1100 Mechanical Ship Unloader (through the Contract CT2240/2022).
5. The price submitted shall include the following:
  - a. Collection from VGT Port, Telgha ta' Ras Hanzir, Paola, Malta (in the presence of a personnel from the Contracting Authority).
  - b. Weighing of the Material as instructed by the Contracting Authority (in the presence of personnel from the Contracting Authority).
  - c. Transportation out of the Contracting Authority's site to an address of the contractor's choice.
6. In the financial bid, the tenderers are being requested to quote for the unit price (€/kg) for 1 Kg of each of the following metals:
  - **Steel**
  - **Wires/Cables**
  - **Cast Iron**

N.B. - Offers containing prices below €0.76 per kilogram of Steel shall be automatically disqualified from participating in the adjudication process.

7. Images of the existing Portalink 1100 Mechanical Ship Unloader

This is the existing Portalink 1100 Mechanical Ship Unloader which is currently on site and shall be dismantled through the execution of the contract CT2240/2022, through which the scrap material subject to the sale referred to in this tender shall be generated.

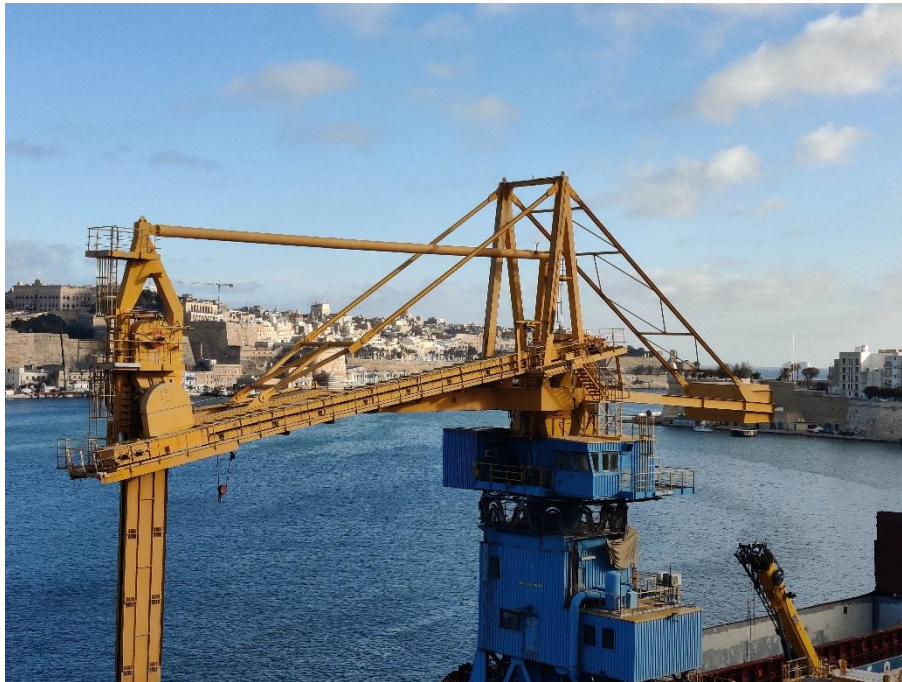
The material shall be readily dismantled and sawed off in chunks of different metals, i.e. separate chunks of steel and of cast iron shall be segregated. Cables and wires shall be found altogether.

The material shall be weighed by the contractor following the procedure described in Section 1 under Article 9 (vii) which is being reproduced hereunder for ease of reference. The contractor shall weigh the different materials separately. I.e. different materials cannot be weighed together. Procedure to be followed:

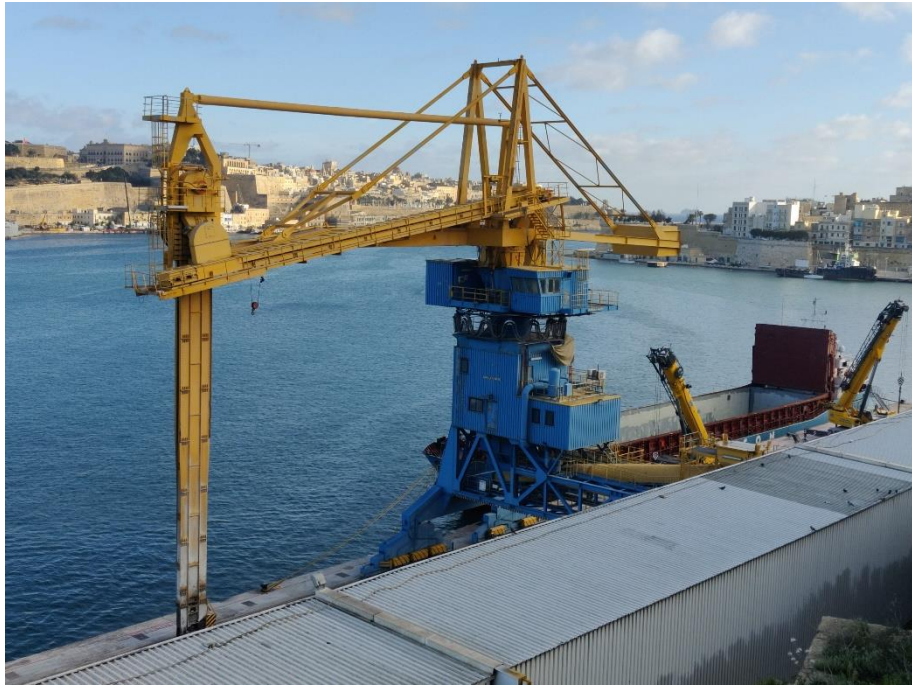
Collection, weighing and transportation of all the material is to be completed within twenty (20) working days from date of last signature of the contract (during office hours - Monday to Friday between 0700hrs till 1600hrs). The procedure that the contractor shall follow shall be the following:

- a. The Contractor shall weigh the empty vehicle of transportation on the Contracting Authority's weighbridge in the presence of an official from the Contracting Authority.
- b. The weight of the empty vehicle shall be recorded on the weighbridge.
- c. The contractor shall proceed to collect the scrap material and load it on the vehicle.

- d. Once loaded, the vehicle shall then be weighed again on the weighbridge.
- e. The weight of the loaded vehicle shall be recorded on the weighbridge.
- f. The difference between the weight of the empty vehicle and the weight of the loaded vehicle shall be recorded and a certificate shall be issued accordingly certifying the type of material and the weight.
- g. The contractor may then proceed to transport the material to an address of his/her choice at his own risk and expense.







## Financial Offer

**Tender Title:** SALE 'TALE QUALE' OF SCRAP MATERIAL BY THE KORDIN  
GRAIN TERMINAL CO. Ltd.

**CT Advert Number:** CT/A/001/2023

| <u>Description</u> | <u>Estimated<br/>Quantities*</u> | <u>Rate (€/KG)</u> | <u>Price(€)</u> |
|--------------------|----------------------------------|--------------------|-----------------|
|                    |                                  |                    |                 |
| Steel              | 240,000kg                        |                    |                 |
| Wires/Cables       | 5,000kg                          |                    |                 |
| Cast Iron          | 5,000kg                          |                    |                 |
| <b>TOTAL</b>       |                                  |                    |                 |

\*These quantities are only estimates for evaluation purposes only. Payment shall be made on the quantities which are actually weighed. The Contracting Authority will not be held responsible if the quantities weighed are less than the estimates given above.

**N.B.**

- Three decimal points do not exist as currency; therefore, such offers cannot be accepted. Offers are to be submitted up to two decimal points.
- All applicable charges and/or taxes are to be borne by the successful bidder

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of S.L.601.03

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Signature

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Name of Company / Tenderer

## Appendix B

### TECHNICAL QUESTIONNAIRE (Note 3)

*(To be filled in by tenderer)*

Note: Where in this tender document a standard/brand is quoted, it is to be understood that the Contracting Authority will accept equivalent standards/brands. However, it will be the responsibility of the respective bidders to prove that the standards/brands they quoted are equivalent to the standards/brands requested by the Contracting Authority.

| Tender Title: Sale 'Tale Quale' of Scrap Material by the Kordin Grain Terminal Co. Ltd.                                                                                                              |                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Reference No: CT/A/001/2023                                                                                                                                                                          |                                                                        |
| Technical Requirement                                                                                                                                                                                | Information on item being offered                                      |
| I/We shall collect, weigh, and transport all the material out of the Contracting Authority's site within not more than twenty (20) working days from the last date of the signature on the contract. | Confirm:<br><input type="checkbox"/> Yes / <input type="checkbox"/> No |
| I/We shall load no more than a total of 60 metric tons (vehicle's weight + loaded scrap material) for each trip.                                                                                     | Confirm:<br><input type="checkbox"/> Yes / <input type="checkbox"/> No |
| I/We shall use a vehicle that is no more than 2.85m wide.                                                                                                                                            | Confirm:<br><input type="checkbox"/> Yes / <input type="checkbox"/> No |
| I/We must declare and confirm understanding and compliance to the requirements for the collection, weighing, and transportation, of the scrap material being sold.                                   | Confirm:<br><input type="checkbox"/> Yes / <input type="checkbox"/> No |

I/We hereby declare that we have read and understood, in its entirety, all the requirements and specifications of this tender and shall adhere to all the instructions therein.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer



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*DRAFT CONTRACT AGREEMENT*

**SALE 'TALE QUALE' OF SCRAP MATERIAL  
BY THE  
KORDIN GRAIN TERMINAL CO. LTD.**

Contract Ref. No. CT5011/2023

Director General Contracts  
Department of Contracts  
Notre Dame Ravelin  
FLORIANA FRN 1600  
MALTA

o.b.o.  
Kordin Grain Terminal Co. Ltd.  
Telgħet Ras Hanzir  
Laboratory Wharf  
Kordin  
PAOLA PLA 3000  
MALTA

Department of Contracts  
Notre Dame Ravelin  
FLORIANA FRN 1600  
MALTA  
Tel: 00356 2378 1000  
E-mail: [info.contracts@gov.mt](mailto:info.contracts@gov.mt)  
("The Central Government Authority"),

on behalf of

Kordin Grain Terminal Co. Ltd.  
Telgħet Ras Hanzir  
Laboratory Wharf  
Kordin  
PAOLA PLA 3000  
MALTA  
Tel: 00356 2360 4000  
E-mail: [info@kordingrain.com.mt](mailto:info@kordingrain.com.mt)  
("The Contracting Authority")

of the one part,

and

[Details of the Contractor](#)

("The Contractor")

of the other part,

have agreed as follows:

-

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out in the tender document.
2. The subject of this contract is the Sale 'Tale Quale' of Scrap Material by the Kordin Grain Terminal Co. Ltd.
3. The place from where the scrap material shall be collected is VGT Port, Telgha ta' Ras Hanzir, Paola, Malta.
4. Since this is a price per unit sale based on the weight of the material being weighed which shall be determined after weighing, the full payment of the amount due (based on the weight of each type of material multiplied by the rates tendered for the different materials) shall be effected within thirty (30) days from the date of the invoice issued by the Kordin Grain Terminal Co. Ltd (the Contracting Authority).
5. Collection, weighing, and transportation of the material is to be completed within not more than twenty (20) calendar days from date of last signature of the contract. The material shall be removed by the successful bidder at his own risk and expense. The Successful bidder will have to make good for any damages which may be caused to Government or third party property during the removal of items.
6. This contract does not exonerate the Successful bidder from the obligations of obtaining any other permit/license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- xiv. Failure to affect payment within the stipulated timeframes will entitle the Contracting Authority to consider a breach of contract and will proceed with legal proceedings. The provisions of the Late Payments Directive as per LN272/2012 shall also apply on the amounts due. The interest charged for late payment will be the rate in force on the day preceding the expiry of the payment deadline.
7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: one for the Central Government Authority, one for the Contracting Authority, and one for the Contractor.

**Contractor :**

**Central Government Authority:**

Signature:

Signature:

Signed by:

Signed by:

ANTHONY CACHIA

In the capacity of:

In the capacity of:

DIRECTOR GENERAL

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

DEPARTMENT OF CONTRACTS

Date: .....

Date: .....