

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

24 January 2007

Steel Wire Mesh for Concrete Reinforcement

1 Heads of Department and Accounting Officers are hereby informed that the contract for the supply (ex-warehouse) of Steel Wire Mesh for Concrete Reinforcement to Government Departments and Parastatal Bodies has been placed with the contractor shown below and at the prices indicated. Prices cater for all charges and taxes including 18% VAT.

(A) Polidano Brothers Ltd.
Hal Farruġ Rd
Luqa LQA 05

Tel: 25585000
Fax: 21244200
VAT No. 1016-2536

Reference C503

Item 1 – 3.00m X 2.20m at Lm8.49,6 per sheet;
Item 2 – 3.40m X 2.20m at Lm9.62,9 per sheet;
Item 3 – 3.80m X 2.20m at Lm10.76,2 per sheet;
Item 4 – 4.40m X 2.20m at Lm12.46,1 per sheet;
Item 5 – 4.80m X 2.20m at Lm13.59,4 per sheet;
Item 6 – 5.60m X 2.20m at Lm15.85,9 per sheet;
Item 7 – 6.00m X 2.20m at Lm16.99,2 per sheet.

Reference A252

Item 8 – 6.00m X 2.20m at Lm15.57,6 per sheet.

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cont. Circular No.1/2007

Reference A98

Item 9 – 3.00m X 2.20m at Lm3.15,1 per sheet;
Item 10 – 3.80m X 2.20m at Lm3.99,1 per sheet;
Item 11 – 4.40m X 2.20m at Lm4.62,1 per sheet;
Item 12 – 4.80m X 2.20m at Lm5.04,1 per sheet;
Item 13 – 6.00m X 2.20m at Lm6.30,1 per sheet;
Item 14 – 73m X 2.20m NOT AWARDED. Requirements for this item are to be procured from the open market in accordance with the Public Procurement Regulations.

Reference A142

Item 15 – 4.80m X 2.20m at Lm13.31,0 per sheet.

Reference B503

Item 16 – 4.80m X 2.20m at Lm19.25,8 per sheet

- 2 Payments are to be made direct to contractor.
- 3 This contract shall run from the date of this Circular and shall terminate on the 31st December 2007.
- 4 The specifications and conditions regulating this contract are attached.
- 5 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

/cc

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF STEEL WIRE MESH FOR CONCRETE REINFORCEMENT

Scope of Contract

1. This contract provides for the supply, ex-works 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 Steel Wire Mesh, for concrete reinforcement in the sizes shown 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.

SPECIAL CONDITIONS

Period of Completion

- 2.i. This contract shall run from the 2nd January 2007 and shall terminate on the 31st December 2007 but:
- ii. The validity of the contract may be extended at Government's option up to two (2) consecutive calendar months after the termination date set at 2i above.

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 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.

Certificates

- a. With their offers, tenderers are to provide an **authentic** manufacturer's test certificate/s complying with clause 8 covering the material they intend to supply. The testing and date of such test certificates should not be older than 12 months from the closing date of the tender.
- b. Tenderers offering material from non-British sources, have to furnish two copies in English of the relative standard to which the material offered is manufactured, and also the test certificate/s requested in 9.

- 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 they deem necessary on the materials being supplied.

Deliveries

- 6. A supply shall be made on receipt of a Requisition or Order from the Head of Department concerned or his representative and the material ready for collection 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.
- 7. 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. 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

- 8. The steel wire mesh shall comply with the British Standard Specification 4483/85, or its equivalent EN Standard, provided that the quality of steel wire be grade 460 complying with B.S. 4449, B.S. 4461 or B.S. 4482 or the equivalent EN Standard.
- 9. Where tenderers propose to supply wire mesh from non-British sources, two copies in the English Language of the relative standard appropriate to the country where the goods have been manufactured, are to be furnished with the tender. The successful tenderer shall furnish a test-certificate in the English Language with each consignment of the goods and a declaration stating that the rolls/sheets are in the lengths specified in the schedule of quantities attached herein.

GENERAL CONDITIONS

10. Tenderers shall quote a unit rate in Maltese currency for each roll or sheet they offer to supply. 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.
11. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
12. **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.
13. **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.
14. 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.

Appeal Board

15. 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.

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 of 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 sessions. 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

20. 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

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.

22. 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.