

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

29 March 2007

Carbon Steel Bars for Concrete Reinforcement

Heads of Department and Accounting Officers are requested to note that the period contract for the supply (ex-warehouse) of Carbon Steel Bars for concrete reinforcement to Government Departments and Parastatal Bodies, has been placed with the contractor shown below at the rates indicated on the attached schedule. These prices are inclusive of all charges and taxes including 18% VAT.

Polidano Brothers Ltd.
Polidano Group
Hal Farruġ Road
Luqa LQA 05

Tel: 25585000
Vat: MT 1016-2536

- 2 Payments are to be made direct to contractor:
- 3 This contract shall run up to 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)

SUPPLY OF CARBON STEEL BARS FOR CONCRETE REINFORCEMENT

Item No.	Description of Article	Qty in Kg (*)	Rate per kilo, ex-warehouse inclusive of VAT, Customs Duty, ECO Contribution (if any) and other charges as applicable. Lm
	Carbon Steel Bars for reinforcement of concrete, in accordance with the attached specifications and Legal Notice 270 of 2001. In length as requested by Government. (cutting included)		
1.0	Bars grade 250 (plain round)		
1.1	6mm	10	41c30
1.2	8mm	10	41c30
1.3	10mm	10	41c30
1.4	12mm	10	38c35
1.5	16mm	10	38c35
1.6	20mm	10	38c35
1.7	25mm	200	38c35

Item No.	Description of Article	Qty in Kg (*)	Rate per kilo, ex-warehouse inclusive of VAT, Customs Duty, ECO Contribution (if any) and other charges as applicable.
			Lm
2.0	Bars grade 460B type 2 (ribbed)		
2.1	6mm	4,000	34c81
2.2	8mm	4,000	34c81
2.3	10mm	4,000	31c86
2.4	12mm	4,000	31c86
2.5	16mm	4,000	30c68
2.6	20mm	10,000	30c68
2.7	25mm	10,000	30c68
2.8	32mm	100	30c68

Item No.	Description of Article	Qty in N0. of items supplied (*)	Unit rate, ex-warehouse inclusive of VAT, Customs Duty, ECO Contribution (if any) and other charges as applicable.
			Lm
3.0	Cutting and bending of reinforcement steel complying with BS8666:2000 or BSEN ISO 4066:2000		
3.1	Shape codes: 61 82 52 55 77 78 79 85	6,000	23c60
3.2	Shape codes: 41 43 42 45 53 54	400	29c50
3.3	Shape codes: 32 33 34 35 37 38 62 49	3,000	35c40
3.4	Shape code: 87	50	41c30
3.5	Shape code: 99 (including “chairs”)	800	47c20

Item No.	Description of work	Qty in kg. (*)	Rate per kilo, ex-warehouse inclusive of VAT, Customs Duty, ECO Contribution (if any) and other charges as applicable.
			Lm
4.0	Extra over items 1 to 3.5 for Assembling of reinforcement steel skeletons for beams, columns etc. as shown on drawings and instructed by Architect in charge.	40,000	17c70

* Vide clause 3.

Note:

1. Authentic manufacturer's test certificate/s complying with clauses E2 or E3 of BS 4449:1997, must be submitted by the closing date and time fixed for the submission of tenders. Non compliance with these requirements will disqualify the tender.
2. For ordering/invoicing purposes, the following conversion table shall apply.

Nominal Size Mm	Mass per metre run Kg
6	0.222
8	0.395
10	0.616
12	0.888
16	1.579
20	2.466
25	3.854
32	6.313

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF CARBON STEEL BARS FOR THE REINFORCEMENT OF CONCRETE

1. **Scope of Contract**

This contract provides for the supply ex-warehouse, 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 Carbon Steel Bars for Concrete Reinforcement 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 the 2nd January 2007 and terminates on the 31st December 2007. However the validity of the contract may be extended 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**

- a With their offers, tenderers are to provide an **authentic** manufacturer's test certificate/s complying with clause E2 or E3 of BS 4449:1997 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 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 they deem 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 BS 4449:1997 will be charged to the supplier.

6. **Identification of the Manufacturer**

- a All steel bars to be supplied shall be identified by rolled-on legible marks on the surface, at intervals not greater than 1.5m, to indicate the origin of manufacture.
- b With their offers, tenderers are to provide a sample/s or literature that show the markings mentioned in paragraph (a) above.

7. **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 shall be ready for collection 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 award of this contract.

8. **Specifications**

- a The carbon steel bars shall conform to the requirements of BS4449:1997 or equivalent and also to the requirements of Legal Notice 270 of 2001 issued by the Malta Standards Authority.
- b Cutting and bending of reinforcement steel shall comply strictly with BS8666:2000 or BS EN 1504077:2000. Cutting by flame is absolutely prohibited and steel rods bearing evidence of such type of cutting will have to be replaced at Contractor's expense.

- c. Bent reinforcement supplied shall have labels attached to them identifying the bar mark, grade, member, and bending schedule reference. The bars themselves shall NOT be marked up by means of paints, colouring etc.

9. **General Conditions**

Prices

- 10. Tenderers shall quote a unit rate in Maltese currency for each box they offer to supply. Tenderers must quote a price for each individual items as per schedule. Failure to comply will involve non-consideration of the tender. 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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 and as amended by LN 130 of 2006. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

20. **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 viewing the Department's website on contracts.gov.mt.

21. 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.