



General Call for Quotations for the Provision of C25 Precast Kerbs (Ref No: MIP/TQF/GEN/Q49/12)

A. Terms of Reference

1. Background

Malta Industrial Parks Limited (MIP) is responsible for the management and administration of government-owned industrial land and buildings.

2. Scope

Malta Industrial Parks (MIP) is seeking to procure precast kerbs for civil works in various industrial estates in Malta. The tenderer will be required to supply the amount requested on written request, with transport to the site as may be requested by MIP.

3. Contractor Obligations

The successful Contractor shall:

- 3.1 Supply and deliver the material to the quantity and quality required.
- 3.2 Supply the amount of material required at a particular industrial estate within 24 hours of being requested to do so.
- 3.3 Deliver the required supplies to the intended locations.
- 3.4 Adhere to industry standards, methodologies, techniques and procedures.
- 3.5 Exercise a degree of skill, care and diligence in accordance with generally accepted practices and principles.
- 3.6 Ensure compliance with all applicable laws and regulations in force during the execution of the contract, especially but not limited to: labour, road traffic regulations, environmental protection, employee conditions and Health and Safety regulations, especially during the loading and unloading of the material at the successful Contractor's yard and at the location where the deliveries are required.
- 3.7 Ensure that the standard and quality of supplies/deliveries rendered must, at all times, remain to the satisfaction of MIP.
- 3.8 Escalate without delay any issues which may potentially impact the supplies/deliveries;
- 3.9 Provide constant and consistent quality supplies/deliveries;
- 3.10 Have the capability to provide supplies/deliveries as and when required in order to service MIP and its customers better;
- 3.11 Adhere to the commitment and undertakings referred throughout this Call for Quotations;

4. Assumptions

- 4.1 The place of acceptance of the supplies shall be industrial zones belonging to Malta Industrial Parks Ltd. All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

- 4.2 Malta Industrial Parks Ltd reserves the right to conclude this call for quotations with the successful Contractor within the limits of the funds available.
- 4.3 The supplies covered by this type of quotation could refer either to specific properties located within industrial zones for which Malta Industrial Parks Limited is responsible or to common areas forming part of the said industrial zones. Supplies required will be carried out on an “as and when necessary” basis. For each task, an order for supplies will be issued to the successful Contractor by Malta Industrial Parks Limited, indicating inter alia, the location/site where supplies are to be delivered and the quantities required. **Items to be delivered within 24 hours.** Payment will be effected for each supplies order once completed following certification by Malta Industrial Parks Limited. Such supplies will be paid upon presentation of supplies order (i.e. the written instructions given to the contractor to supply the amount of material required at a particular estate) and the relevant invoice matching the certificate of payment, as approved by MIP. This call for quotation shall be deemed to be exhausted once the aggregate of the supplies orders approved reaches the total awarded value of the quote, even though some items in the BOQs may have been unutilised.
- 4.4 A penalty of 1.5 times the rate quoted shall be charged to the successful Contractor if he/she fails to satisfactorily deliver the supplies as stipulated in this Call for Quotations, and/or the service is found to be seriously lacking in **quantity, quality or meeting of stipulated deadlines** and/or the successful Contractor breaches any of the conditions stipulated in this Call for Quotation. In such case, MIP shall issue Notification Warning letters or Default Notices, notifying the successful Contractor of his/her breach and requesting immediate remedial action by the successful Contractor who shall remedy the failure **within 3 hours** from the notification, or else, as may be otherwise required by MIP. Moreover, MIP reserves the right to engage other contractor/s and any extra expenses incurred, further to the quoted rates, shall be borne by the defaulting successful Contractor.
- 4.5 Notwithstanding the above, failure, on the part of the successful Contractor, to meet the obligations and standards as required by this call for quotations may be treated as a material breach and may lead to its termination at any time during its execution. Moreover, MIP reserves the right to terminate the provision of supplies/deliveries at any time and for any reason.
- 4.6 In the event that the successful Contractor fails to inform MIP of any issues, which may potentially impact the provision of the supplies/deliveries, and MIP suffers any loss or damages due to the negative impact on the provision of the supplies/deliveries, the successful Contractor shall indemnify MIP for the loss or damage incurred.
- 4.7 MIP shall not be responsible for any expenses, unless pre-agreed in writing, by both parties
- 4.8 MIP reserves the right to source supplies related to the nature of this call for quotations from other contractors, with which it may have signed or negotiated with third parties.
- 4.9 No subcontracting of any of the supplies/deliveries is allowed without the prior written approval of MIP.
- 4.10 By submitting an offer, the contractor is declaring that he fully accepts and shall comply with all the clauses mentioned herein.
- 4.11 Due to the nature of the supplies/deliveries, the contractor might be obliged to carry out the deliveries beyond normal working hours. In submitting his bid, the bidder must take into consideration such an eventuality.
- 4.12 The contractor is not authorised to enter into any contracts on MIP’s behalf or to bind MIP to pay any other fees, monies or charges.
- 4.13 Contractor is solely responsible to have any insurance policy necessary.
- 4.14 By submitting a quote the contractor is signifying that he accepts all the conditions of this call for quotes in full and without reservations. Any submission by the bidder in contradiction to the terms of this quote may render the quote non compliant, subject to the sole discretion of Malta Industrial Parks.

5. Submissions

Interested parties are invited to send their submission by 10:00am (Local Time) Friday 5th October 2012.

All submissions are to be sealed, clearly marked (Call for quotations for the Provision of Soft Stone Blockwork) and deposited in the tender box at the main entrance of Malta Industrial Parks Ltd at the following address:

Malta Industrial Parks Ltd
Gwardamangia Hill
Pieta' MEC 0001
Malta

Submission Requirements

Interested parties are to provide the following:

a) Administrative Compliance

Interested service providers are to provide the following:

- i. Contractor's contact details including postal address, email address, telephone number and VAT number (see Appendix 1)
- ii. Sufficient proof that the contractor, whether an individual or a corporate entity is registered with the relevant competent authorities, such as the VAT Department and, consequently, capable of offering the requested supplies/deliveries outlined in this request for quotations.
- iii. Statement of Conditions of Employment (Appendix 3)

b) Technical Compliance

Interested contractors are to provide a signed statement attesting to their conformance with the conditions and quality of supplies required (see Appendix 2).

c) Financial Offer

Rates inclusive of VAT and all other charges/taxes as may be applicable for the provision of supplies/deliveries as described in these Terms of Reference matching the requirements as set out in this Call for Quotations. The quantities are provisional and shall be used only for scope of evaluation. MIP retains the right to increase/decrease the level of supplies/deliveries as required. In either case, Service Provider shall provide such service on a pro-rata payment basis.

Bill of Quantities

<i>Item</i>	<i>Description</i>	<i>QTY</i>	<i>Unit</i>	<i>Rate inc VAT</i>	<i>Amount</i>
1.00	Supply and delivery to store or to site, on pallets, as directed, C25 precast kerb; to B.S 7263 Part 1.				
1.01	Overall dimensions 255mm x 125mm	950	No.		
1.02	Overall dimensions 200mm x 125mm	350	No.		
1.03	Overall dimensions 150mm x 125mm	350	No.		
1.04	Drop kerb	200	No.		
GRAND TOTAL INCLUDING VAT, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)					

Note:-The Quantities (provisional) will be adjusted accordingly to fit within the availability of funds (the quantities are indicative and required for evaluation purposes) and the needs of MIP.

Note:- Any extension of the supplies/deliveries is at MIP's sole discretion and would be subject to:

- good practices and the rendering of an efficient service by the Service Provider/s;
- pre agreement in writing;
- clearances required by Procurement Regulations in force at the time of the request for extension

6. Evaluation.

Administrative Compliance

The Corporation will check the compliance of offers in terms of the administrative submission requirements.

Technical Compliance

At this step of the evaluation process, the Corporation will analyse the administratively-compliant offers' technical compliance in relation to the technical requirements (see Appendix 2).

MIP reserves the right during the evaluation stage to request additional information and/or samples of supplies. Bidders are required to comply with such a request within 5 working days from being asked to do so.

Bidders will be ranked and shortlisted.

The shortlisting of Bidders is strictly directed to identify those contractors who can meet a set of standards and offer a level of service to suit the needs of MIP.

Financial Evaluation

Financial proposals, for offers which were not eliminated during the technical compliance (i.e. those found to be technically compliant) will be evaluated.

Evaluation Criteria

The sole award criterion for technically compliant offers will be the price. The **cheapest-priced offers** will be accepted if it meets and/or exceeds the minimum requirements as per Terms of Reference and satisfying the administrative, technical and financial compliance.

7. Clarifications

Interested parties are required to submit questions in writing to MIP through sending an email to tenders@maltaenterprise.com by not later than 26th September 2012 at 12:00hrs. MIP shall reply to all questions and amend the Call for Quote Notice by publishing clarification notes on the following link <http://www.maltaenterprise.com/en/tenders>, by not later than 1st October 2012.

8. Right of MIP to accept or reject any Bid

MIP reserves the right to accept or reject any quotation or reject all quotations. MIP reserves the right to initiate a new invitation to quote.

In the event of cancellation of this call for quotations, bidders will be notified by MIP. If the call for quotation is cancelled before the sealed envelope of any offer has been opened, the sealed envelopes will be returned, unopened, to the respective bidder.

Cancellation may, at the discretion of MIP, occur where:

- (a) the call for quotation has been unsuccessful, namely where no qualitatively or financially worthwhile offer has been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) all technically compliant offers exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will MIP be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an offer, even if MIP has been advised of the possibility of damages.

MIP, moreover, is entitled to reject any Call for quotations not accompanied by the required documentation, or which is incomplete.

Appendix 1: Contact Form

Contact Details

Company Name	
Address	
VAT No.	
Telephone	
Fax	
Email	
Website	

Contact Person

Name	
ID Number	
Designation	
Telephone	
Fax	
Mobile	
Email	

Signed on Behalf of Contractor

Name	
Designation	
Signature	
Date	

Appendix 2: Contractor's Statements

We, the undersigned, hereby confirm that:

We have thoroughly read, understood and accepted to adhere with the conditions enclosed in the quotation document.

We shall supply the amount of material required at a particular industrial estate within 24 hours of being requested to do so.

We guarantee that we will conform to the quality criteria in Article 3.1 of this Call for Quotations.

The quoted rates, as per Bill of Quantities, are inclusive of transport costs, use of any lifting equipment to ensure that the material is lowered safely to the ground at site of works, and all other charges.

Signature:

(the person or persons authorised to sign on behalf of the contractor)

Date:

Appendix 3: Statement on Conditions of Employment

Service Providers are to ensure that self-employed personnel registered with Maltese Authorities are not engaged as employees of the company on this contract.

Self-employed personnel may be engaged as subcontractors or as partners in a Joint Venture. Non-compliance will invalidate the contract.

It is hereby declared that all employees engaged in the execution of supplies/deliveries shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the supplies/deliveries it is hereby being consented that the provision of supplies are terminated with immediate effect and that no claim for damages or compensation be raised by us.

The Service Provider agrees and commits to submit a copy of the monthly payslips of the employees being detailed to carry out the services and also the copies of the FS3 forms if so requested, within 5 working days of receiving the request.

Signature:

(the person or persons authorised to sign on behalf of the bidder)

Date: