



The Convenience Shop (Management) Ltd

Request for Quotation

RFQ – 03 – 2023

RFQ: Facade Construction works

Issue Date: 02 June 2023

Closing Date: 16 June 2023 16:00

Background Information

The Convenience Shop (Management) Ltd is a fully owned subsidiary of The Convenience Shop (Holding) plc. The Convenience Shop (Holding) plc ("the Company") is registered in Malta as a limited liability company under the Companies Act (Cap. 386) with registration number C 87554.

The principal activities of the Group relate to the operation of a chain of retail outlets under The Convenience Shop brand in Malta with a current shop count of 41 owned shops and 45 franchised shops as of 30 April 2023.

The Project

Works at The Convenience Shop's new headquarters in Triq Hal Luqa Qormi.

Purpose of the RFQ

The Convenience Shop (Management) Ltd is currently seeking to procure your services **as per attached Bill of Quantities (BOQ)** for its new premises in Qormi Road Luqa.

Submission of Expression of Interest & Proposal

Interested applicants are to quote the reference number of this request for quotation in all correspondence and are to confirm their expression of interest **within 2 days of the date of this RFQ** by mail on the below address.

Quotations should contain the total price including delivery and installation costs, specific lead times and dates for completion of works as well as any additional information that would support the quotation.

Quotations are to be sent to the following mailing address, on rfq@theconvenienceshop.com by the closing date.

Any incomplete Quotations or any quotations submitted after the closing date will not be considered.

Applicants will be informed within 10 days from closing date if their submission has been successful or not.

Schedule of Requirements

As per attached BOQ and Draft Contract. Works to be completed by 7th July 2023.

Evaluation Criteria

The RFQs received shall be evaluated on the following criteria;

- 40% based on the cost relative to other RFQs
- 30% based on the experience and previous work of the Supplier
- 30% based on the Quality of the product

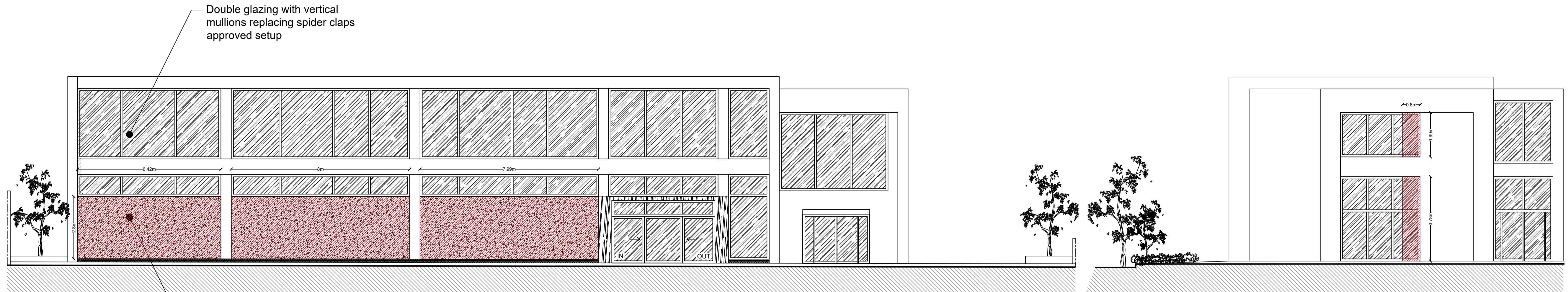
Terms and conditions

The suppliers shall;

- Be of good moral conduct and reputation;
- Be in a position to provide the services submitted in the RFQ;
- Be able to provide a reliable service and apply health and safety rules;
- Be able to handle the workload under supervision;
- Be ready to work the working hours agreed upon with the project manager;

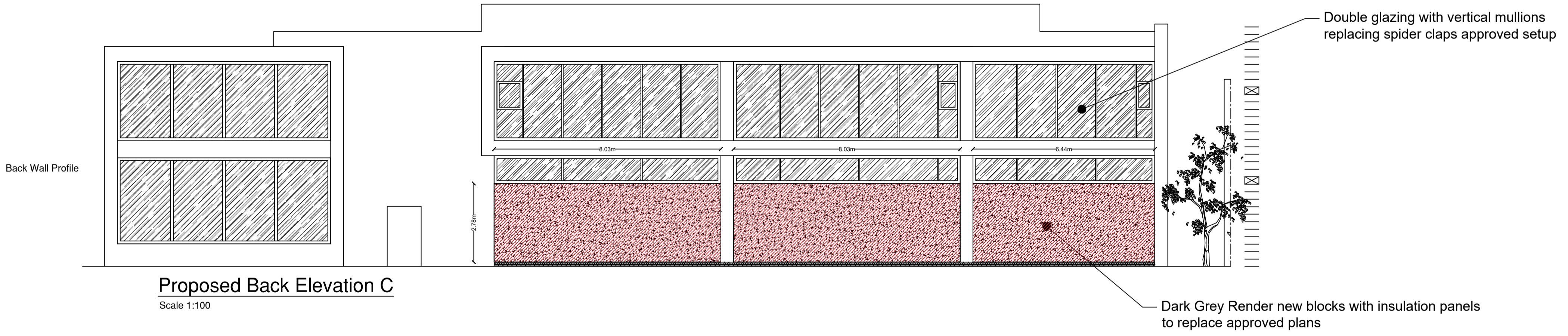
Notes

- a. This drawing is the sole property of NOM Design.
- b. It should not be copied or transmitted by any means, in part or in whole without the permission of NOM Design.
- c. This drawing is not to be scaled. All dimensions to be checked by the Contractor and are to be his responsibility.
- d. Drawing, dimension errors, and omissions are to be reported to the Designer immediately on discovery.
- e. All dimensions are in millimeters unless otherwise stated.



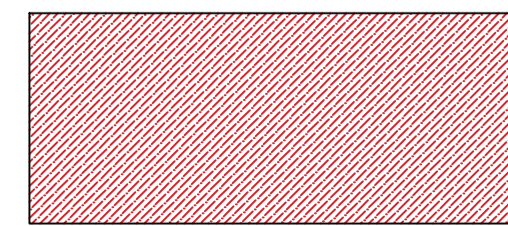
Proposed Elevation A - facade behind shading elements
Scale 1:100

Proposed Elevation B
Scale 1:100



Proposed Back Elevation C
Scale 1:100

General Notes: All construction to be carried out in 9" HCB (Hollow Concrete Blocks) and offset 6 cm from facade for insulation boards

LEGEND	
	Area to be constructed



Contact details:
 Designer: Nathan Martin
 Email: nathan@nomdesign.net
 Mobile: 00356 7743 5555

Rev	Date/Initials	Description
-		

Project title: Convenience Main office
 Drawing title: Construction Details
 Drawing no: 0000 11
 Scale: 1:100@A1
 Drawn: NOM
 Date: 26/05/2023
 Checked: NOM

Agreement

This Agreement is being made this day the _____ of the year 2023 (Effective Date) between:

On the First Part:-

The Convenience Shop (Management) Limited, a company registered under the Laws of Malta and having company registration number C87711 and its registered office at Marant Food Products, Mdina Road, Żebbug, Malta, which company is represented hereon by _____ holder of identity card number _____, director, as duly authorised by the Memorandum and Articles of the Company, hereinafter referred to as the **'First Party'**

Email:- _____

On the Second Part:-

_____, a company registered under the Laws of Malta and having company registration number _____ and its registered office at _____ Malta which company is represented hereon by _____, holder of identity card number _____, director, as duly authorised by the Memorandum and Articles of the Company, hereinafter referred to as the **'Second Party'**

Email:- _____

Together, hereinafter referred to as the **'Parties'**

Whereas, the Parties premise that:-

- i. The First Party is desirous of purchasing the Material from the Second Party, who declares his interest in selling and supplying to the First Party.
- ii. The First Party is subsequently desirous to employ the Second Party as the contractor for the installation of the Material at the Site;
- iii. The Parties, pursuant to their discussions, are mutually desirous of regulating their understanding by means of the provisions of this Agreement and the Annexes attached hereto which shall form an integral part of the Agreement and which are the following:-

- Annex “A”: Bill of Quantities with reference number _____ dated _____ (“BOQ”)
- Annex “B”: Plan of Site

That Premised, the Parties hereby agree that they shall be bound by the following provisions of this Agreement.

1. Definitions

“**Material**” shall mean all the material required for the execution of the Works in accordance with the BOQ marked as “Annex A” to this Agreement for the Site as indicated in “Annex B”.

“**Site**” shall mean the places provided by the First Party, and indicated in the plan marked as “Annex B” to this Agreement, where the Works are to be carried out by the Second Party and any other place specified in the Agreement as forming part of the Site.

“**Works**” shall mean the supply and installation _____ and all other specifications as specified, inferred or implied from this Agreement and its Annexes at the Site.

“**Completion**” shall mean the completion of the Works at the Site.

“**Commencement Date**” shall mean a calendar day being _____ from signing date.

“**Consideration**” shall mean the total cost as indicated in the BOQ, Annex ‘A’, exclusive of Value Added Tax or other government taxes or duties which may apply, with the same percentage of discount, subject to the measurements of a professional surveyor which shall be provided prior to the commencement of the Works, which consideration shall cover both the purchase/sale of all the Material by the Second Party to the First Party and the execution of all the Works necessary which the Second Party shall undertake at the Site of the First Party as provided in terms of this Agreement.

2. Rights and Obligations of the First Party

2.1 The First Party hereby agrees to purchase the Material from the Second Party.

2.2 The First Party shall provide to the Second Party the Site for the carrying out of the Works on the Commencement Date.

2.3 The First Party shall appoint a person to represent him. This person shall have the authority to act for him and shall be notified to the Second Party in writing prior to the Commencement of the Works. The First Party may also appoint a firm or individual to carry out certain duties. In this event, the First Party shall notify the Second Party in

writing with the appointment and identity of the aforementioned appointee, as well as the delegated duties and authority of the said appointee.

3. Rights and Obligations of the Second Party

3.1 The Second Party accepts and agrees that he has advised the First Party of the Material required for the execution of the Works as indicated at the Site.

3.2 The Second Party hereby agrees and accepts to sell and supply the Material to the First Party.

3.3 The Second Party agrees and accepts that he shall undertake the Works at the First Party's Site and such Works shall commence by not later than the Commencement Date.

3.4 The Second Party shall carry out and execute the Works with due care and diligence, and in accordance with standards of good workmanship in the industry, and shall remedy any defects therein in accordance with the provisions of this Agreement.

3.5 The Second Party shall provide the work force required for the execution of the Works, at the Second Party's sole expense.

3.6 The Second Party shall appoint a person to represent him. This person shall have the authority to act for him and shall be notified to the First Party in writing prior to the Commencement of the Works.

3.7 The Second Party shall give prompt notice to the First Party or his authorised representative of any error, omission, fault or other defect in the Works which he discovers during the carrying out of such Works.

3.8 The Second Party shall take full responsibility for the adequacy and safety of the carrying out of such Works and the methods, taking into consideration the First Party's usage of the Site following the Completion of the Works.

Furthermore, the Second Party shall take full responsibility that his employees at the Site are fully compliant with all regulations and laws of Malta and of the European Union.

3.9 The Second party shall ensure that his employees leave the Site as clean and free from any materials or tools as possible throughout the execution of the Works.

3.10 The Second Party shall not assign this Agreement in whole or in part or sub-contract the Works under this Agreement.

3.11 The Second Party accepts that following the completion of the Works, a professional surveyor shall be engaged in order to measure the extent of the Works at the Site, at the expense of both Parties in equal proportions, and such measurements shall be accepted as final by both Parties.

4 Time for Completion and Acceptance of Works

4.1 The Second Party shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works by **7th July 2023**.

4.2 The Second Party shall notify the First Party when he considers that the Works are complete.

If the First Party is satisfied that the Works are complete in terms of this Agreement, the Second Party shall ensure that the Site is cleared and safe for handing over.

In the event that the First Party considers the Works as not fully complete, he shall notify the Second Party in writing and the Second Party shall carry out any outstanding work and ensure that the Site is cleared and safe for handing over.

4.3 In the event of a late completion of the Works in terms of this Agreement, the Second Party shall incur an immitigable daily penalty up to a maximum of 10% of the contract value, which penalty the Parties agree shall be for mere delay, without prejudice for any other rights at law available to the First Party.

Provided that, in the event that the Second Party incurs this penalty, the aggregate of the penalty until the completion shall be then set-off with the Consideration to be paid by the First Party to the Second Party in terms of this Agreement.

5 Warranties and Indemnification

5.1 The Second Party is giving to the First Party, who accepts, a commercial warranty over the Material and the Works for _____ from the Completion of the Works.

5.2 The Second Party warrants that it, and its employees, have the necessary experience and know-how in the industry to carry-out the Works in accordance with this Agreement.

5.3 The Second Party warrants that it shall indemnify and hold harmless the First Party against and from all claims, damages, losses and expenses in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects; and
- (b) damage to or loss of any property, real or personal (other than the Works) to the extent that such damage or loss arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects.

6 Payment of the Consideration

6.1 The Consideration agreed to by and between the Parties shall be paid as follows:

_____ of the Consideration indicated in Annex 1 shall be paid on the date of signing of this agreement.

_____ of the Consideration indicated in Annex 1 shall be paid upon the start of the Works.

_____ of the Consideration indicated in Annex 1 shall be paid within thirty (30) days from Completion of the Works

7 Termination

7.1 This Agreement may be terminated by either Party, in the event of a default of the other Party of any one or more of the conditions stipulated in this Agreement, if following the expiry of thirty (30) days from receipt by the defaulting Party of a written notification clearly indicating the default, such default has not been remedied by the defaulting Party, and this without prejudice to any rights at law of the prejudiced Party.

7.2 This Agreement may be terminated by either Party with immediate effect, by sending a written notice to the other Party to this effect solely in the event that the other Party is declared insolvent under any applicable law, or goes into liquidation, has a provisional administrator or special controller appointed, compounds with creditors or carried on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which has a similar effect to any one of these events or acts.

8 Premises to the Agreement and Severability Clause

8.1 The Parties agree that the premises shall form an integral part of the Contract.

8.2 Furthermore, if any of the Clauses or part thereof of this Agreement is or becomes invalid or unenforceable for any reason whatsoever, the validity of the remaining clauses or part thereof will not in any way be affected or impaired.

8.3 Wherever provision is made in the Contract for the giving or issuing of any notice, instruction, certificate or other communication by any person, such communication shall, unless otherwise specified, be in the English language, in writing and shall be communicated within any stipulated period and shall not be unreasonably delayed or withheld.

Provided that any notice contemplated in this Agreement shall be sent by and between the Parties by way of registered mail or by electronic mail requiring receipt, at the option of the sender, to the addresses indicated in the preliminaries to this Agreement.

9 Choice of Law and Jurisdiction clause

9.1 The Parties agree and accept that the provisions of this Agreement, and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Maltese Law.

Furthermore, the Parties hereby agree that the Courts of Malta shall have exclusive jurisdiction to settle any disputes in connection herewith and accordingly submit to the jurisdiction of such Courts.

10 Authorised Signatories

10.1 The signatories to this Agreement declare that they are authorised to sign and fully bear responsibility for such signature.

First Party

Second Party