

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

31 August 2006

Anoraks

1. Heads of Department and Accounting Officers are to note that the period contract for the supply and delivery of Anoraks to entitled personnel in Government Departments and Parastatal Bodies has been awarded to:-

MBF & Co
Triq il-Gradilja
Attard BZN 12

Tel: 21412987
VAT No.: 1162-7217

At the rates shown hereunder: -

Lm5.13,0, each, for sizes small, medium, large and extra large, and
Lm6.20,0 each, for extra extra large size.

Prices are inclusive of all charges and taxes including 18% VAT.

2. Payments are to be made direct to contractor.
3. The Anoraks shall be Navy Blue in colour.
4. Heads of Department are to ensure that the contractor shall sew on the inside of each anorak a label bearing the letters 'GM', chest size, the name of the contractor and year of manufacture.
5. The attention of Heads of Department and Parastatal Bodies is drawn to MPO Circular 38/96 dated 20 May 1996 informing them of entitlements and frequency of issue regarding items of wear to entitled personnel.

6. Heads of Department are requested to ensure that the anoraks supplied to them are of the same quality as per sample submitted for testing and approved by the National Laboratory, San Gwann. Anoraks are to be periodically submitted for testing at the above address quoting Laboratory Result No. 390/03 (Code WP 18) dated 20 June 2004.
7. A sample anorak is available at the Procurement Section of the Department of Contracts, Floriana and may be inspected for style.
8. This contract shall run up to the 31 March 2008.
9. The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are strictly adhered to.
10. This contract is also governed by the attached 'General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract'.

E. Zarb
Director General (Contracts)

/cc

SPECIFICATIONS AND SPECIAL CONDITIONS FOR THE SUPPLY OF ANORAKS

Scope of Contract

1. This contract provides for the supply and delivery, inclusive of Value Added Tax, Customs Import Duty, Levy and other charges, as applicable to Government Departments and Parastatal Bodies, as and when required, of anoraks as described in the attached specifications. Supplies 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 they are not inconsistent with the conditions in these specifications and conditions.

Period of Completion

2. The contract shall run from 1 September 2006 up to 31 March 2008. However the validity of contract may be extended for a further period of two months after the due termination date.

Quantities

3. The quantity shown on Schedule is only indicative and where necessary may be exceeded. However Government reserves the right not to order the whole quantity shown against each item and Government would not by doing so be held liable to any damages or other cost whatsoever.

Samples

4. Tenderers are required to submit to the Procurement Section of the Contracts Department, Floriana, a sample of the anorak manufactured in accordance with these specifications and a sample cloth showing the quality and shade of the material to be used for the manufacture of the anorak. The sample cloth should be at least one square metre in area. Samples, which are to bear a label marked clearly with the name and address of the tenderer, are to be submitted by the due date and time fixed for the delivery of tenders. Failure to comply with this clause will invalidate the tender.

Deliveries

5. A supply shall be made on receipt of a Requisition or Order from the Head of Department concerned or his representative and the anorak delivered within the time specified. Government will not accept liability for verbal orders and will not meet claims for any value thereof even though the anorak may be supplied and made use of by the department concerned.
6. Each requisition shall contain the name of the persons who are to receive the anorak. Each anorak delivered is to be packed in a plastic bag with the size clearly stamped on each shirt.
7. The anorak to be supplied under the contract shall be in accordance with these specifications and as per approved sample. The Head of Department shall have the power to reject any consignment or part thereof, should it not be to this satisfaction or should the material not be in accordance with the specification/sample submitted by contractor and approved by Government for award of contract. Any rejected anorak shall be collected by the contractor within five days and replaced by others within ten days of the receipt of a notice to that effect from the Heads of Departments concerned. Payments for delivered anorak will be effected only after these are found to be to entire satisfaction of the Head of Department as well as those entitled to wear them.

Specifications

8. The navy blue anoraks shall be made from waterproof material. When tested no location shall leak more than 5ml/hour. Random locations testes will include seams. Preference will be given to material that does not leak.
9. The anoraks shall broadly comply with the following specifications:
 - a. Lined with polyester filling;
 - b. Stud fastening storm flap over a sturdy heavy duty zip;
 - c. Storm cuff;
 - d. Concealed hood with draw cord;
 - e. Hip front pockets with storm flaps with two stud fastening on each pocket;
 - f. One inside left breast pocket;
 - g. Reglan sleeves;

- h. Length to hips
 - i. Two ventilation holes with eyelets under each arm
- 10. The anorak to be supplied under the contract shall have sewn on the inside a label bearing the letters 'G.M.', the contractor's name or the name of the manufacturer, the year of manufacture or the year of supply to Government, and the chest size.
- 11. The material used by the contractor shall be as that described above or as per accepted swatch and the Director of Contracts or his representative shall be at liberty to test any number of anoraks delivered.

General Conditions

Prices

- 12. Tenderers shall quote a unit rate in Maltese currency for each item 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.
- 13. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
- 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.

Appeals 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 3 June 2005. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

16. 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 which 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 reply upon such interpretations, corrections and changes.

17. 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.

18. 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.

19. 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, 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.

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 visiting the Department's Website **contracts.gov.mt** under Committee Recommendations.

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.