

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

2 October 2006

Winter Uniforms, Spare Trousers / Skirts and Ties 2006/2007

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Winter Uniforms, spare trousers / skirts and ties to entitled personnel in Government Departments and Parastatal Bodies has been awarded to the following contractors at the rates shown hereunder. Prices are inclusive of all charges and taxes including 18% VAT.

Yorkie Clothing Ind. Ltd.
UB17 San Ġwann Industrial Estate
B'Kara SGN 09

Tel: 21442469
Fax: 21441290

Item 1 - Male Messengers I and II

Jacket, fully lined, single breasted, turned down collar with two jettted external pockets on the hips, one jettted external pocket on breast and one internal pocket and trousers with two pockets and a patch pocket with loop and button at back.

Colour: Dark Blue, *Price:* Lm47.90,0 per complete uniform delivered.

Item 2 - Male Messengers III

As per item 1 above, however jacket is to include a narrow silver braid on sleeves.

Colour: Dark Blue, *Price:* Lm49.90,0 per complete uniform delivered.

Item 3 - Female Messengers I and II

Jacket, fully lined, single breasted, turned down collar with two jettted external pockets on the hips, one jettted external pocket on breast and one internal pocket and plain (standard) skirt with one hip and two side pockets.

Colour: Dark Blue, *Price:* Lm47.90,0 per complete uniform delivered.

.... *Cont. Circ. No. 40/2006*

Item 4 - Female Messengers III

As per item 3 above, however jacket is to include a narrow silver braid on sleeves.

Colour: Dark Blue, *Price:* Lm48.90,0 per complete uniform delivered.

Item 5 - Male Security Guards

As per item 1 above.

Colour: Dark Blue, *Price:* Lm48.90,0 per complete uniform delivered.

Item 6 - Spare Trousers

Trousers, with two pockets, a patch pocket with loop and button at back.

Colour: Dark Blue, *Price:* Lm8.90,0 each delivered.

Greyish Blue Trousers Lm8.90,0 each delivered.

Item 7 - Spare Skirts

Skirts, plain (standard) with one hip and two side pockets

Colour: Dark Blue, *Price:* Lm8.90,0 each delivered

Item 8.1 - Dark Blue ties with embroidered Maltese flag at Lm1.25

Item 8.2 - Black ties without embroidered Maltese flag at Lm1.25

2. Payments to the above mentioned contractor are to be made through:

Bank of Valletta Ltd.
San Ġwann

quoting Guarantee No. G67/092/95

3. This contract shall run up to the 31 March 2007.

.... *Cont. Circ. No. 40/2006*

4. The attention of Heads of Department and Parastatal Bodies is drawn to OPM Circular No. 100/87 and MPO Circular No. 38/96 and 69/96 informing them of entitlements and frequency of issue regarding items of wear to entitled messengerial grades.
5. Heads of Department are to note that measurements of the uniforms are to be taken at the place indicated by them at contractor's expense. Gozo employees are required to call at contractor's premises.
6. Heads of Department are to ensure that the contractor shall sew a label on the inside of the jacket/trousers and skirts bearing the letters "GM", the contractor's name and the year of manufacture.
7. Head of Departments shall be responsible for the collection of the finished uniforms/trousers/skirts from the contractor as well as their distribution to entitled personnel in their Department.
8. Heads of Department are to note that samples of the uniforms purchased should at their discretion be submitted for testing at the Malta National Laboratory, San Gwann in order to ensure compliance with Laboratory result No.452 /06 (WU 27) dated 2 August 2006.
9. The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are strictly adhered to. A sample winter uniform is available at the Procurement Section of this Department, and may be inspected for colour, material and cut.
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)

encls

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF WINTER UNIFORMS

Scope of Contract

1. This contract provides for the supply and delivery, 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 Winter Uniforms, as described in the attached specifications. 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 they are not inconsistent with the conditions in these specifications and conditions.

Period of Completion

2. This contract shall run from date of award up to the 31 March 2007.

Quantities

3. The quantity shown on the 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 samples, of a minimum length of one metre at full width, of the material and shade they propose to use for the uniforms/skirts as well as for the linings and interlinings. A sample tie in respect of item 8 is to be submitted.
5. Moreover a jacket, a pair of trousers and a skirt in accordance with the specifications in the schedule of quantities may be requested in order to show tailoring workmanship.
6. All samples are to reach the Procurement Section of the Contracts Department, by the closing date and time fixed for the submission of tenders. Samples are to bear a label marked clearly with the name and address of the tenderer.

Failure to comply with this clause fully will invalidate the tender.

Deliveries

7. Tenderers are to indicate the earliest date by which the first deliveries can be made. A supply shall be made on receipt of a Requisition or Order from the Head of department concerned or his representative and the uniforms 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 uniforms may have been supplied and made use of by the Department concerned.
8. Each requisition shall contain the name of the persons who are to receive the uniforms. Each uniform delivered is to be packed in a plastic bag with the name for whom the uniform is intended.

9. The uniforms to be supplied under this contract shall be made 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 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 clothing 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 Department concerned. Vouchers shall be prepared for payment to the contractor when the persons for whom the uniforms are intended are properly fitted to the entire satisfaction of the Head of Department concerned.

SPECIFICATIONS

Material

- 10.1 The colour of the material to be used in the manufacture of the uniforms shall be as that indicated against each item on the schedule. The material shall have a mixture of wool and polyester with a minimum of 40% and a maximum of 50% wool. The weight of the material per square meter is to be between 240/275gms whilst the filling is to be 0.5% maximum.

The threads per cm and maximum percentage of shrinkage allowed should be as follows:

	<u>Threads / cm</u>	<u>Shrinkage % (Water Relaxation)</u>
Warp	25 minimum	0.5 maximum
Weft	25 minimum	0.5 maximum

- 10.2 Fabrics to show the two shades of the dark blue colour required are available at the Procurement Section of the Contracts Department.
- 10.3 The materials used by the contractor shall be thoroughly shrunk, and Heads of Department may test any number of garments in each delivery in order to ascertain this fact.

Markings

- 10.4 The contractor shall sew a label, on the inside of the jackets trousers, and skirts bearing his name, the year the uniform is tailored and the letters 'G.M.'

Measuring/Out-Fitting

- 10.5 The measuring of the persons for whom uniforms are ordered shall be taken at the place indicated by the various Heads of Department at the contractor's expenses. Gozo employees will be required to call at the contractor's premises.

General Conditions

11. Tenderers shall quote a unit rate per cubic meter in Maltese currency for each item inclusive of Value Added Tax, Customs Import Duty, Levy ECO Contribution (if any), and other charges as applicable, for delivery to site / departments of the material being offered. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
12. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
13. 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

14. 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 03 June 2005. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

15. 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 reply upon such interpretations, corrections and changes.

16. 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.

17. **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.

18. **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.

19. **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 www.contracts.gov.mt.

20. 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.