

CT 2250/2006

Contracts Circular N° 41/2006

Department of Contracts  
Notre Dame Ravelin  
Floriana

To Heads of Department  
and Parastatal Bodies

13 October 2006

**Winter Shirts - 2006/2007**

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Winter Shirts to Messengerial Staff/Security Guards in Government Departments and Parastatal Bodies has been awarded to the following contractor at the prices indicated. Prices are inclusive of all charges and taxes including 18% VAT.

M/S Astor Co. Ltd.  
Astor House  
St. Julians Road  
B`Kara

VAT No: 13293526

Tel: 21447309

Male and Female, long sleeves  
light blue and white at Lm2.94,0

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

Bank of Valletta Ltd  
San Gwann

quoting Guarantee No: G/67/092/95.

3. Heads of Department are to ensure that the contractor shall sew on the inside of each shirt a label bearing the letters "GM", size, the name of the contractor and the year of manufacture of the shirt.

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4. The attention of Heads of Department and Parastatal Bodies is drawn to OPM Circular No. 100/87 and MPO 38/96 dated 20 May 1996 informing them of entitlements and frequency of issue regarding items of wear to entitled personnel.
5. Heads of Department are requested to ensure that the shirts supplied to them are of the same quality as samples submitted for testing and approved by the Malta National Laboratory, Industrial Estate, San Ġwann. Shirts are to be periodically submitted for testing at the above address quoting Laboratory result No 517/06/ (WS 12) - dated 8 August 2006.

A sample winter shirt/fabric is available at the Procurement Section of the Department of Contracts Floriana and may be inspected for colour, material and style.

6. This contract shall run up to 31 March 2007.
7. The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are strictly adhered to.
8. This contract is also governed by the attached “General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract.”

Anthony Cachia  
Acting Director General (Contracts)

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## **SPECIFICATIONS AND SPECIAL CONDITIONS FOR THE SUPPLY OF WINTER SHIRTS**

### **Scope of Contract**

1. This contract provides for the supply and delivery, inclusive of Value Added Tax, Customs Import Duty, ECO Contribution (if any), Levy and other charges, as applicable to Government Departments and Parastatal Bodies, as and when required, of Winter Shirts 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 date of award up to the 31st March 2007. 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 be 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 shirt 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 shirts. The sample cloth should be at least one square metre in area and should include at least one selvedge. 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 shirts 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 shirts 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 shirts. Each shirt delivered is to be packed in a plastic bag with the size clearly stamped on each shirt.
7. The shirts 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 his 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 shirts 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 shirts 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 shirts are to be manufactured in Light Blue/White colour (as indicated on the attached schedule) with attached stiff colour, long sleeves, with comfortable arm hole, shoulder flaps for epaulettes, double shoulder yoke, box pleat at the back, and two breast pockets with flaps and buttons. Workmanship and cut will be taken into consideration in awarding contract.
9. The material to be used in the manufacture of the shirts shall be pre shrunk polyester cotton poplin. The weight per square metre is to be 95 grams minimum whilst the filling is to be 0.5% maximum. The threads per cm and maximum percentage of shrinkage allowed should be as follows:

	Threads/cm	Shrinkage % (Water Relaxation)
Warp	42 minimum	0.5 maximum
Weft	28 minimum	0.5 maximum

### **General Conditions**

10. Tenderers shall quote a unit rate per cubic metre 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.
11. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
12. 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**

13. 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<sup>rd</sup> June 2005. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

### **14. 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.

15. **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.

16. **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.

17. **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.

18. **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 visiting the

Contracts department's website:- [www.contracts.gov.mt](http://www.contracts.gov.mt) under Committee Recommendations.

19. 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.