

Department of Contracts  
Notre Dame Ravelin  
Floriana

To Heads of Department  
and Parastatal Bodies

13 October 2006

## TOWELS

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Towels to Government Departments and Parastatal Bodies, as and when required, has been awarded to:

Astor Co. Ltd.  
Astor House  
St. Julians Road  
B'Kara

VAT: 1329-3526  
Tel: 21447305

at the price of Lm0.48c5 each, which is inclusive of all charges and taxes including 18% VAT.

2. This contract shall run from the 1 November 2006 up to the 31 October 2008.
3. The hand towels (white in colour) are to measure 102cm x 50cm.
4. Heads of Department are to ensure that the contractor shall mark each towel with the letter's 'GM' which should be at least 5cm high.
5. User departments are requested to ensure that the towels supplied to them are of the same quality as sample submitted for testing and approved by Standards Laboratory Result No.: 486/06 (Code T15) dated 28 July 2006, and this by periodically submitting supplied towels for testing at the Malta National Laboratory, San Ġwann.
6. Payments to the above contractor are to be made through:

Bank of Valletta Ltd  
San Ġwann

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

.....*cont. circ. 43/2006*

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 governed by the usual 'General Conditions of Contract for the supply of Goods and Materials under a Running Period Contract'.

Anthony Cachia  
Acting Director General (Contracts)

*encls.*

## **SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF TOWELS**

### **Scope of Contract**

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

### **Period of Completion**

2. This contract shall run from the 1st November 2006 and terminates on the 31 October 2008. However the validity of the contract may be extended for a further period of 3 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. Two sample towels which the tenderer proposes to supply are to reach the Procurement Section, Contracts Department, Floriana, by the due 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 condition will invalidate the tender. Samples submitted by unsuccessful tenderers are to be withdrawn immediately they are informed that their offer has not been accepted, otherwise samples will be forfeited.

### **Deliveries**

5. A supply shall be made against a Requisition or Order from the Head of Department concerned or his representative and the material 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 material may have been supplied and made use of by the Department concerned.
6. 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 expense incurred resulting from such failure are to be the responsibility of the contractor (tenderer) supplying the material.

### **Specifications**

7. The towels shall be made from terry materials, that is, having a pile of uncut loops and woven wholly from cotton yarns. The hems of the towels are to be properly tailored to avoid fraying of the cloth.
8. The material, size, weight etc. to be used in the manufacture of the towels shall conform to the following:

Material	-	100% Cotton
Size	-	Length : 100 cm minimum
	-	Width : 50 cm minimum
Weight g/m <sup>2</sup>	-	300 minimum

9. Tenderers must state the exact dimensions, weight and colour of the towels they propose to supply.

### **Markings**

10. Each towel is to be indelibly marked with the letters 'G.M.' which should be at least 5cm high.

### **General Conditions**

11. Tenderers shall quote a unit rate per towel in Maltese Currency delivered inclusive of Value Added Tax, Customs Import Duty, Levy and other charges as applicable. 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. Any reference in the attached General Conditions to other arbitration procedures shall not apply.

### **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 3 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. 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.

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 [www.contracts.gov.mt](http://www.contracts.gov.mt).