

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

25 October 2006

TABLET DIARIES AND WALL CALENDARS 2007

1. Heads of Department and Accounting Officers are requested to note that the contract for the supply and delivery of Tablet Diaries and Wall Calendars (supply only) has been placed with the following contractors. Prices are inclusive of all charges including 18% VAT.

2. **Tablet Diaries (Supply and Delivery)**

Michael Deguara
3 St. Peter Street
Mgarr MST 10

VAT: 1009 - 9411
Tel: 21575612

at the following prices:

Item 1 - Tablet Diaries, seven days to a page - 40c each
Item 2 - Tablet Diaries, three days to a page - 60c each

3. Payments are to be made direct to contractor.
4. User departments are requested to ensure that the diaries supplied to them are of the same quality and workmanship as sample available at the Procurement Section of this Department.

..../...

Circ. 44/2006

5. **Wall Calendars (to be collected by Department)**

Government Printing Press
Factory A29
Industrial Estate
Marsa

Tel: 21224466/7

at 25c each.

6. Payments to the Government Printing Press are to be made by means of a DAS schedule of payment quoting Department Code 04.
7. Deliveries shall be made after the 15 November 2006. This contract shall run up to the 31 December 2006.
8. Heads of Department are to ensure that the number of diaries/calendars ordered should correspond to their original return submitted in terms of Contracts Circular No 17/2005 dated 17 April 2005.
9. The conditions regulating this contract are attached and Heads of Department are 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."

A. Cachia
Acting Director General (Contracts)

encl.

**SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF
TABLET DIARIES**

Scope of Contract

1. This contract provides for the supply and delivery, inclusive of Value Added Tax, Customs Import Duty if any, Levy, ECO Contribution (if any) and other charges as applicable, to Government Departments and Parastatal Bodies as and when required of Tablet Diaries, 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 these are not inconsistent with these specifications and special conditions.

Period of Completion

2. This contract shall run from date of award up to 31 December 2006.

Quantities

3. The quantities shown on the schedule are only indicative and where necessary may be exceeded.

SPECIFICATIONS

- 4a. The successful tenderer is to provide the necessary material, print, staple and bind the tablet diaries for the year 2007.
- b. The weight of the material to be used for the tablet diaries shall be as indicated hereunder:-

Front Cover	-	240 gsm minimum
Back Cover	-	260 gsm minimum
Paper for Printing	-	70 gsm minimum
- c. The measurements of the diaries shall be approximately 240mm long and 165mm wide. Variations to the stated measurements may be allowed.
- d. The number of days to a page and the quantity of tablet diaries required of each type are set out in the schedule.
- e. Printing on the diaries shall be in Maltese on one side of the sheet only.
- f. Each tablet diary shall contain on one page, calendars for 2006, 2007 and 2008. The thickness of the back and front cover shall be as specified in clause 4. On the front cover are to be printed in RED the following words suitably set:-

**IL-GVERN TA' MALTA
DJARJU 2007**

- g. Public and National Holidays are to be shown printed in red against their respective dates as follows:-

1 st	January	Btala Pubblika	L-Ewwel tas-Sena
10 th	February	Btala Pubblika	San Pawl
19 th	March	Btala Pubblika	San Guzepp
31 st	March	Festa Nazzjonali	Jum il-Helsien
6 th	April	Btala Pubblika	Il-Gimgha l-Kbira
1 st	May	Btala Pubblika	Jum il-Haddiem
7 th	June	Festa Nazzjonali	Is-Sette Giugno
29 th	June	Btala Pubblika	San Pietru u San Pawl
15 th	August	Btala Pubblika	Santa Marija
8 th	September	Festa Nazzjonali	Jum il-Vittorja
21 st	September	Festa Nazzjonali	Jum l-Indipendenza
8 th	December	Btala Pubblika	L-Immakulata Kuncizzjoni
13 th	December	Festa Nazzjonali	Jum ir-Repubblika
25 th	December	Btala Pubblika	Il-Milied

DELIVERIES

- 5a. Delivery periods after the 1st November 2006 will not be considered. A supply shall be made on receipt of a Requisition or Order from the Head of Department concerned or his representative and the diaries 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.
- b. Deliveries shall be effected within not more than ten (10) working days from date of the written requisition.

SAMPLES

- 6 a. Tenderers are to submit to the Procurement Section of the Contracts Department, Floriana, samples of each type of material that will be used for the manufacture of the diaries. The material to be used shall be of good quality generally in accordance with clause 4. Samples which are to be marked with the name and address of the tenderer, are to be submitted on the due date and time fixed for the delivery of tenders. Failure to comply with this condition will invalidate the tender.
- b. A sample to show proposed format of diary is to be submitted with tender.
- c. The successful tenderer shall produce a proof for the approval of the Director of Contracts before the printing is taken in hand.
7. The diaries to be supplied under this 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 diaries 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. Payments for delivered diaries will be effected only after these are found to be to the entire satisfaction of the Head of Department.

GENERAL CONDITIONS

8. Tenderers shall quote a unit rate in Maltese currency for each diary they intend 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.
9. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
10. 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

11. 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.

12. **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 rely upon such interpretations, corrections and changes.

13. **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.

14. **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.

15. **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.

16. **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.

17. 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.