

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

1 December 2006

Walking Shoes (Male and Female)

1. Heads of Department and Accounting Officers are hereby informed that the Contract for the ex-warehouse supply of Black Shoes to entitled male and female personnel in Government Departments and Parastatal Bodies has been awarded to the contractors shown below at the prices indicated. Prices are inclusive of all charges and taxes including 18% VAT.

(A) Male Walking Shoes Black awarded to:

Five Traders Ltd.
135 High Street
Hamrun

Tel: 21232374
VAT: 1203 8325

at Lm6.38,0 per pair for all sizes.

Payments are not to be made until further notice.

The contract for Female Shoes has not yet been awarded.

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Cont...Circ 47/2006

2. All shoes supplied are to be marked indelibly on the inside with the letters 'GM' and the size number.
3. Heads of Department are requested to ensure that the shoes supplied to them are of the same quality as samples submitted for testing and approved by the Malta National Laboratory, San Gwann. Shoes supplied are to be periodically submitted for testing at the above address quoting the laboratory reference number shown below:

Male Type - Ref: 569/06/2 (Code WS 29) dated 5 September 2006.
4. This contract shall run from the 2 January 2007 up to the 31 December 2007.
- 5 The attention of Heads of Department and Parastatal Bodies is drawn to Circulars OPM 100/87, MPO 38/96; and MPO 69/96 informing them of entitlements and frequency of issue regarding items of wear to entitled personnel.
- 6 The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are strictly adhered to.
- 7 This contract is also governed by the usual "General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract."

A. Cachia
f/Director General (Contracts)

encls.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF WALKING SHOES

Scope of Contract

1. This contract provides for the supply ex-local warehouse, inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable to Government Departments and Parastatal Bodies, Walking Shoes for messengers and other entitled personnel in accordance with these specifications and conditions. 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 shall also apply.

Period of Completion

2. This contract shall run from the 2 January 2007 up to the 31 December 2007. However the validity of the contract may be extended for a further period of 3 months.

3. **Specifications**

I Specifications re Male Walking Shoes

- a. uppers shall be made of leather. The shoes shall be leather lined throughout, including the tongue and should not contain any piping
- b. unit sole shall be made of special non-slip rubber compound material highly resistant to abrasion
- c. the colour shall be black
- d. the shoes shall have upper flaps for lacing
- e. the shoes shall be without exterior toe cap and shall be reinforced at toe area and counter
- f. the average thickness of the upper leather shall be not less than 1.3mm
- g. the force required to separate the uppers from the sole shall be not less than 30 kg
- h. the effective height at heel to be minimum 25mm.

II Specifications re Female Walking Shoes

- a. uppers shall be made of leather. The shoes shall be leather lined throughout, including the tongue and should not contain any piping
- b. unit sole shall be made of Special non-slip rubber compound material highly resistant to abrasion
- c. the colour shall be black
- d. the shoes shall be supplied without lacing
- e. the average thickness of the upper leather shall be not less than 1mm
- f. the average height at heel to be minimum 25mm.

Samples

4. A pair of each type of shoe which the tenderer proposes to supply is 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.

General Conditions

5. The shoes are required in all the standard sizes. In case where a non-standard size is required any extra cost shall be borne by the employee himself.
6. Whenever necessary the contractor shall be required to take the necessary measurements and to ensure that the shoes fit properly the persons for whom they are required. The measuring shall be taken at the place indicated by the various Heads of Departments at the Contractor's expense. Gozo employees will be required to call at the contractor's premises.
7. Each shoe shall be indelibly marked in the inside with the letters 'G.M.' and its size. Shoes are to be packed in boxes each containing one pair with the size clearly stamped on each box.
8. Tenderers shall quote a unit rate in Maltese Currency per pair. 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. Any reference in the attached General Conditions to other arbitration procedures shall not apply.

Appeals Board

11. This tender is being published and awarded subject to the appeals procedure as set forth in Legal Notice No. 177/2005 published in the Government Gazette No. 17775 dated 3 June 2005. A copy of the relevant Part XIII of these regulations can be found in Page XIV of the Standard Tender Forms.

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 or viewing the Department's website: www.contracts.gov.mt

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.