

Department of Contracts  
Notre Dame Ravelin  
Floriana

To Heads of Department  
and Parastatal Bodies

31 December 2006

## **STARTER BATTERIES 2007**

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply ex-warehouse of Starter Batteries to Government Departments and Parastatal Bodies, as and when required, has been placed with the contractors shown below for the items and at the prices indicated on the attached schedule. Prices are inclusive of all charges and taxes including VAT at 18% and ECO contribution.

**A Schembri Batteries**  
**A39 Marsa Industrial Estate**  
**Marsa LQA 06**

Tel: 21220036  
VAT No. 1004-1126

2. The Batteries supplied by this contractor are to be of the MIDAC Brand as follows:

<b>Item No.</b>	<b>Volts</b>	<b>Approx A/H</b>	<b>Type</b>	<b>Size of Container</b>	<b>Reserve Capacity Rating</b>	<b>Cranking Performance</b>	<b>Unit Rate Lm</b>
17	12	200	B	48x22x27cm	420	1250	48.00,0
18	12	200	B	21x26x50cm	420	1250	48.00,0

3. Payments are to be made direct to Contractor.

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**B Fal-Con Ltd.**  
**40-45, Mdina Road,**  
**Żebbuġ**  
**Malta**

Tel: 21464939  
VAT No. 1248-3707

4. The Batteries supplied by this contractor are to be of the AP ACTIVA Brand. as follows:

Item No.	Volts	Approx A/H	Type	Size of Container	Reserve Capacity Rating	Cranking Performance	Unit Rate Lm	Type
1	12	48	A	Standard	210/70	924	10.90,0	AG 50D
2	12	60 (sealed)	A	Standard	320/96	887	19.90,0	570020054
3	12	70	A	Standard	360/120	875	18.90,0	570020054
4	12	75	A	Standard	400/126	875	19.40,0	574033060
5	12	90	A	Standard	440/169	888	22.80,0	585015072
6	12	115	A	Standard	510/175	924	27.35,0	610027072
7	12	120	A	Standard	520/180	880	23.00,0	625087085
8	12	125	B	Standard	520/180	880	29.20,0	625034085
9	12	150	B	Standard	710/320	800	44.80,0	650020100
10	12	180	B	Standard	800/350	885	44.00,0	680022110
11	12	60	A	23x29x22 cm	320/96	887	14.90,0	560059045
12	12	90	A	27x17x20 cm	400/169	888	22.80,0	592018068
13	12	115	B	26x21x29 cm	510/175	924	27.35,0	610027072
14	12	115	B	40x18x21 cm	510/175	860	29.90,0	625087085
15	12	125 (long)	B	51x19x20 cm	520/180	860	29.90,0	625087085
16	12	135 (long)	B	51x21x20 cm	630/320	800	33.80,0	635030090

5. Payments, in respect of Fal-Con Ltd., are not to be made until further notice.

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6. This contract shall run from the 2nd January 2007 up to the 31st December 2007.
7. Heads of Department are requested to ensure that the batteries supplied are of the Brand names as mentioned above and as per type code indicated against each item.
8. User departments are to note that the batteries under Items 2, 4, 8, 9 and 11 and are earmarked for use by the Police department only. Furthermore clauses 5, 6, 11, 13 and 14 of the special conditions are to be fully adhered to.
9. A copy of the specifications and conditions regulating this contract is attached.
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  
f/Director General (Contracts)

## **SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF STARTER BATTERIES**

### **Scope of Contract**

1. This contract provides for the supply, ex-contractor's store inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contributions (if any) and other charges as applicable to Government departments and parastatal bodies as and when required, of Starter Batteries as described in the attached schedule. 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 these are not inconsistent with these specifications and special conditions. Batteries are mainly to be used for engine starting and other electrical loads principally in automobiles driven by internal combustion engines.

### **SPECIAL CONDITIONS**

#### **Period of Completion**

2. This contract shall run from the 2nd January 2007 and shall terminate on the 31st December 2007. However the validity of contract may be extended for up to two consecutive calendar months after the termination date.

#### **Quantities**

3. The quantity shown on the schedule is only indicative and where necessary may be exceeded. Moreover Government reserves the right not to order the whole quantity shown and Government would not by doing so be held liable to any damages or other costs whatsoever.

#### **Certificates**

4. An authentic manufacturer's test certificate (in English) showing that the batteries being offered comply to the norms indicated in clause 7 is to accompany the tender. The testing and date of such test certificates should not be older than 24 months from the closing date of the tender. Failure to comply with this condition before the closing date and the time fixed for the submission of the tender will invalidate the tender.

#### **Deliveries**

5. The batteries shall be supplied in the quantities requisitioned from time to time within the time limit indicated on the requisition which shall not be less than twenty-four (24) hours and not more than six (6) days. 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 battery should it not be to his satisfaction or should this not be in accordance with the specifications/sample submitted by contractor and approved by Government for award of contract.

## **SPECIFICATIONS**

7. The batteries shall be suitable for use in a tropical climate and shall conform to British Standard specification: BS EN 60095 - 1,2 : 1993 or an equivalent European standard.
8. Battery capacities shall be in accordance with the attached schedules whilst where non-standard size batteries are required, sizes shall be as indicated in schedule 'B'.
9. Battery poles shall be as per figure 4 in the British Standard BS EN 60095 - 2: 1993, that is, they shall be of the taper type.
10. **TENDERERS MUST GIVE THE RESERVE CAPACITY AND CRANKING PERFORMANCE RATING OF EACH TYPE OF BATTERY BEING OFFERED. NON-COMPLIANCE WITH THIS CLAUSE WILL INVALIDATE THE OFFER.**
11. The successful tenderer shall guarantee the batteries for a period of two years from the date of installation on the plant or vehicle. It is to be noted that the guarantee clause in respect of only items 2,4,8,9 and 11 is to be modified to read one year. This guarantee shall apply also to batteries which have been in storage for a period not exceeding their recommended shelf life.
12. Tenderers are to note that the batteries supplied under items 2,4 and 8 besides conforming with the norms mentioned above are to be suitable for vehicles incorporating:
  - a) the operation of one, two or four module emergency beacon lights
  - b) a siren up to 100 Watts
  - c) vehicle radio system
  - d) Datatrak system      Furthermore:

Item 4 would cater for small vehicles operating a two module beacon light, radio and Datatrak system and a siren. Batteries under this item are to be supplied of the maintenance-free (sealed) type.

Item 8 would cater for a medium to large sized vehicles operating a four module beacon light, radio and Datatrak system and a siren.

Item 9 would cater for heavy vehicles such as trucks, recovery vehicles, buses, minibuses and other heavy machinery operating a radio system and a two-module beacon light.
13. If the quality of performance of any of the batteries supplied under this contract is not up to the required standard, the Government may deem the contract to have been abandoned. Without prejudice to the provisions of Clause 13 of the General Conditions of Contract, the government may in such an event obtain the required batteries from any source, local or over-seas, at contractor's expense.
14. The batteries shall be filled with electrolyte and fully charged according to the manufacturers specification for filling and charging batteries. Should any battery fail before the termination of the guarantee period the battery shall be replaced or repaired by the contractor free of charge within six (6) days from that on which notice is given to the contractor of the failure of the battery. The contractor shall indelibly mark the battery with the date on which it is withdrawn, and with the letters 'G.M.'. Failure to comply with this condition will entail a penalty of Lm20 (Twenty Maltese Liri) in respect of each battery not so marked.

## **GENERAL CONDITIONS**

15. Tenders shall quote a unit rate in Maltese currency ex-warehouse for each item they offer 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.
16. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
17. 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.

### **Prices**

18. Tenderers shall quote a unit rate in Maltese currency for each box they offer to supply. Tenderers must quote a price for each individual items as per schedule. Failure to comply will involve non-consideration of the tender. 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.
19. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
20. **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.

### 21. **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.
22. 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.

23. **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.

24. **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, services rendered or work carried out 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.

25. **Ownership of Tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

26. **Confidentiality**

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communication neither to the tenderers nor to any party.

27. **Appeals Board**

This tender is being published and awarded subject to the appeals board 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 and as amended by LN 130 of 2006. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

28. **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 viewing the Department's website on [contracts.gov.mt](http://contracts.gov.mt).

29. 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.