

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

31 December 2006

CHIPBOARD AND MERANTI BLOCKBOARD

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Chipboard and Meranti Blockboard to Government Departments and Parastatal Bodies, as and when required, has been awarded to the following contractors at the rates shown hereunder. Prices are inclusive of all charges and taxes, including VAT at 18%.

(a) **Cortis Timber & Wood Products Ltd**
Mdina Road
Żebbuġ ŻBG 05

Tel: 21 463310 – 21463313

VATNo.: 1026-3121

Chipboard

- Item 1.1 2.44m(8') X 1.22m(4') X 12mm at the price of Lm3.24 per sheet
- Item 1.2 2.44m(8') X 1.22m(4') X 16mm at the price of Lm3.90 per sheet
- Item 1.3 2.44m(8') X 1.22m(4') X 18mm at the price of Lm4.78 per sheet
- Item 1.4 2.44m(8') X 1.83m(6') X 12mm at the price of Lm4.87 per sheet
- Item 1.5 2.44m(8') X 1.83m(6') X 18mm at the price of Lm7.02 per sheet

Meranti Blockboard

- Item 2.1 2.44m(8') X 1.22m(4') X 12mm at the price of Lm7.30 per sheet
- Item 2.2 2.44m(8') X 1.22m(4') X 16mm at the price of Lm8.56 per sheet
- Item 2.3 2.44m(8') X 1.22m(4') X 18mm at the price of Lm9.74 per sheet

(b) Pace & Mercieca Ltd
20, S. Zerafa Street
Marsa HMR 03

Tel: 22988110
VAT No.: 1027-7520

Chipboard

Item 1.6 - 2.75m(9') X 1.83m(6') X 16mm at the price of Lm 8.38 per sheet

2. Payments are to be made direct to contractors.
3. This contract shall run from the 2nd January 2007 up to the 31st December 2007.
4. User departments are to ensure that the conditions of contract are fully adhered to, particularly clause 6 of the special conditions.
5. Heads of Department are to ensure that consignments received are in accordance with the standards quoted in the specifications.
6. The Specifications and Conditions regulating this contract are attached and Heads of Department are to ensure that these are strictly adhered to.
7. This contract is also governed by the attached 'General Conditions of Contract for the supply of Goods and Materials under a Running Period Contract'.

Meranti Blockboard – (2.44m(8') X 1.22m(4') X 25mm) has not been awarded, therefore, requirements are to be procured from the open market after a call for quotations.

A. Cachia
Acting Director General (Contracts)

SPECIFICATIONS AND SPECIAL CONDITIONS FOR THE SUPPLY OF CHIPBOARD AND MERANTI BLOCKBOARD

Scope of Contract

1. This contract provides for the supply and delivery to store/site, inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges, as applicable to Government departments and parastatal bodies, as and when required of Chipboard and Meranti Blockboard 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.

SPECIAL CONDITIONS

Period of Completion

2. This contract shall run from the 2nd January 2007 and terminates on the 31st December 2007. However the Government reserves the right to extend the contract for a further period of three (3) calendar months after the due termination date.

Quantities

3. The quantities shown on the schedules are only indicative and where necessary may be exceeded. Moreover Government reserves the right not to order any or part of the quantities shown against each item and Government would not by doing so be held liable to any damages or other costs whatsoever.

Samples

4. Samples are not required. However prior to award, and during course of contract, the Director of Contracts or his representative reserves the right to inspect at contractor's warehouse the material being offered/supplied.

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 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 concerned 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 and approved by Government for award of contract. Any rejected material shall be collected by the contractor and replaced within ten days of the receipt of a notice to that effect from the Heads of Department concerned. Vouchers shall be prepared for payment to the contractor when the material is to the entire satisfaction of the Head of Department concerned.

7. **SPECIFICATIONS**

A. **CHIPBOARD**

- 7.1 The wood chipboard shall be resin bonded, plain superfine and extra hard conforming to BSS 5669:1979 Type III or to an equivalent National Standard. The chipboard shall be essentially rectangular with straight square edges free from foreign material which might cause damage to woodworking tools and/or machinery. The chipboard shall have a mean density between 480Kg/m and maximum 800Kg/m. The process of manufacture of the resin bonded wood chipboard shall be indicated by the tenderer. Failure to do so may invalidate the tender. The dimensions of sheets are to be inserted on schedule by contractor.

B. **BLOCKBOARD**

- 7.2 The blockboard shall conform to BSS 3444:1972 and amendments or to an equivalent National Standard, grade B/BB meranti faced both sides. Other species may be considered. In this regard prospective tenderers should identify the species of timber used in the blockboard they offer to supply.

THE VENEERS

- 7.3 The veneers shall be grade 2 and of one or more pieces, firm and smoothly cut. When of more than one piece it shall be well pointed and matched for colour.

The veneer shall be free from knots, worm and beetle holes, splits, dote, glue stains or other defects with no end joints.

- 7.4 The Blockboard cores shall consist of strips of board of the same species throughout any one board. The width of each strip to be not less than 8mm and not more than 30mm.

ASSEMBLY OF CORE AND VENEERS

- 7.5 The veneers forming any one ply and the core of the Board shall be the same thickness and species. The grain of each veneer and that of the veneers next to the core shall be at right angle to the direction of the strips in the core.

BONDING

- 7.6 The bonding shall be moisture - resistant (MR) and moderately weather resistant to BS 3444: 1972. Joints made with these adhesives are to survive full weather exposure and to resist attack by micro-organism.

MOISTURE CONTENTS

- 7.7 The finished boards shall have a moisture content of between 8 and 12% and free from box, twist, or wrap.

DIMENSIONS

- 7.8 Tenderers must state the exact dimensions if these differ from those on attached schedule.

GENERAL CONDITIONS

8. The Head of department or his representative reserves the right to inspect the material at the contractor's warehouse.
9. Tenderers shall quote a unit rate per sheet in Maltese currency. Prices shall be inclusive of delivery to requesting departments, 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.
10. 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

11. 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.
12. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.

13. **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.

14. **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.

15. 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.

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, 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.

18. **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.

19. **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.

20. **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 3rd 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.

21. **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.

22. 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.