

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

31 December 2006

TOILET PAPER

- 1 Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Toilet Paper, manufactured from recycled paper, greyish white in colour, to Government Departments and Parastatal Bodies, as and when required, has been awarded to:

Karta Converters Ltd.
K1A Corradino Ind. Est.
Paola PLA 08

Tel: 2169 6987
VAT: 1074-2605

at Lm0.04,9 per roll. Price is inclusive of all charges and taxes including 18% VAT.

- 2 Payments are not to be made until further notice.
- 3 Each toilet paper roll shall be indelibly stamped with the letters 'GM' on the core. Packing shall be in boxes of 72 rolls.
- 4 Heads of Department are requested to ensure that the toilet paper supplied to them is of the same quality as sample submitted for testing and approved by the Malta National Laboratory as per test report No. 667/06 dated 9 October 2006 and this by periodically submitting toilet paper for testing at the National Laboratory, San Ġwann Industrial Estate, San Ġwann.

..../....

.....cont. Circ. 53 /2006

- 5 Furthermore they are also to ensure that the conditions of contract are strictly adhered to especially clauses 8 and 9.
- 6 This contract shall run from the 2nd January 2007 and terminates on the 31st December 2007.
- 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 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 TOILET PAPER

Scope of Contract

1. This contract provides for the supply and delivery inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable, to Government Departments, as and when required, of Toilet Paper manufactured from recycled paper, as described in the attached specifications and in the colour indicated on Schedule. 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 the 2nd January 2007 and terminates on the 31st December 2007. 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. Samples consisting of eight (8) rolls of the type of toilet paper 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.

Deliveries

5. Supply shall only be made against a written Requisition or Order by the Head of Department concerned or his representative. 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. Delivery shall be effected within not more than ten (10) working days from the date of the written order or requisition.

The contractor shall, however, be bound to keep in stock at all times a supply equivalent to 5% of the quantities indicated in the schedule, which stocks shall cater for any emergency requirement as duly approved by the Director of Contracts.

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 rejected material shall be collected by the contractor and replaced within ten days of the receipt of 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.

Specifications

7. The toilet paper rolls shall have the following characteristics:-
 - a. The two ply toilet paper rolls shall be of extra soft grade. The average grammage of the double ply paper shall be not less than 34g/m².
 - b. They shall consist of unglazed soft tissue paper and shall be free from deleterious defects such as fibre bundles and wood splinters and other defects that may impair its serviceability.
 - c. The length of paper per rolls shall be not less than 26m and not more than 28m. Any shortages from the agreed length in any one roll shall not exceed 2%.

- d. The width of the sheets shall be 100mm plus or minus 2mm. The sheets are to be neatly and firmly rolled on a cylindrical core of the same width. The sides of each roll shall be clearly cut and the paper at the other end of the roll shall not be glued to the underlying paper.
 - e. The length of a sheet on a roll shall be not less than 110mm and not more than 130mm.
 - f. The perforations shall be functional and allow a clear tear on the sheet.
 - g. The inside diameter of the core of a toilet paper roll shall not be less than 32mm and not more than 45mm. The outside diameter of the roll shall not exceed 125mm.
 - h. The tensile strength of the paper shall be not less than 2.1 N/15mm of width in the machine direction, 0.6N/15mm of width in the cross direction and 1.5N/15mm of width in the average of both the machine direction and cross direction.
 - i. The softness of the paper shall not exceed 150mN.
 - j. If any dye is used to colour the paper it should conform to Health Standards.
8. Each roll shall be indelibly stamped with the letter 'G.M.' at one end or on the core.
9. The rolls shall be packed in hygienic, dirt and damp proof strong polythene bags of approximately 60 rolls to each bag, to allow uniform stacking up to a height of at least three (3) metres.
10. Tenderers submitting offers for toilet paper manufactured from recycled selected tissue, besides complying with clauses 7, 8 and 9 above are to submit with their quotation and whenever requested during the duration of the contract, a Quality Control Analysis Report issued by an independent recognized laboratory, showing that the product being supplied has a very good hygiene standard and do not pose any bacteriological risk to health. In this connection test results should confirm that the bacterial count do not exceed 1cfu per cm².

General Conditions

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.