

Department of Contracts  
Notre Dame Ravelin  
Floriana

To Heads of Department  
and Parastatal Bodies

28 May 2007

**Computer Continuous Paper (Self Carbonised)**

- 1 Heads of Department and Accounting Officers are requested to note that the contract for the supply and delivery of self-carbonised computer continuous paper to Government Departments and Parastatal Bodies, as and when required, has been placed with:

Arrowswift Contacts Ltd.  
65 Żinzel Street  
Qormi QRM 11

Tel: 21487006 - 21487059  
VAT No. 1008 - 4020

at the rates shown hereunder. Prices are inclusive of all charges and 18% VAT.

i) Plain White continuous interfold paper  
Nominal width 242mm X 280mm long

Item 1.1 - Part I	Boxed X 2000 forms at Lm5.65,0 per box delivered;
Item 1.2 - Part II	Boxed X 1000 sets at Lm7.85,0 per box delivered;
Item 1.3 - Part III	Boxed X 500 sets at Lm6.29,0 per box delivered;
Item 1.4 - Part IV	Boxed X 500 sets at Lm8.61,0 per box delivered;

ii) Plain White continuous interfold paper  
Nominal width 370mm X 280mm long

Item 2.1 - Part I	Boxed X 2000 forms at Lm8.11,0 per box delivered;
Item 2.2 - Part II	Boxed X 1000 sets at Lm10.97,0 per box delivered;
Item 2.3 - Part III	Boxed X 500 sets at Lm9.30,0 per box delivered;
Item 2.4 - Part IV	Boxed X 500 sets at Lm12.41,0 per box delivered;

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cont. Circular 15/2007

iii) Green ink ruled white continuous interfold paper  
Nominal width 242mm X 280mm long

- Item 3.1 - Part I      Boxed X 2000 forms at Lm6.31,0 per box delivered;
- Item 3.2 - Part II     Boxed X 1000 sets at Lm8.75,0 per box delivered;
- Item 3.3 - Part III    Boxed X 500 sets at Lm7.12,0 per box delivered;

iv) Green ink ruled white continuous interfold paper  
Nominal width 370mm X 280mm long

- Item 4.1 - Part I      Boxed X 2000 forms at Lm8.48,0 per box delivered;
- Item 4.2 - Part II     Boxed X 1000 sets at Lm12.00,0 per box delivered;
- Item 4.3 - Part III    Boxed X 500 sets at Lm9.83,0 per box delivered;
- Item 4.4 - Part IV    Boxed X 500 sets at Lm12.82,0 per box delivered;

- 2      This contract shall run from the 1 July 2007 until the 30 June 2008.
- 3      Payments to the above mentioned contractor are not to be made until further notice.
- 4      The attention of Heads of Department and Accounting Officers is particularly drawn to Clauses 6 and 7 of the attached Specifications and Special Conditions regulating this contract with regard to packing and 'GM' markings.
- 5      Heads of Department are requested to ensure that the paper supplied to them is of the same quality as samples submitted for testing and approved by the National Laboratory, Industrial Estate, San Ġwann. Paper supplied is to be periodically submitted for testing at the above address quoting Laboratory Results Nos. 224/07 dated 29 March 2007.

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*cont. Circular 15/2007*

- 6 This contract is also governed by the attached 'General Conditions of Contracts for the Supply of Goods and Materials under a Running Period Contracts'.

F Attard  
Director General (Contracts)

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## **Specifications and Conditions for the Supply of Computer Continuous Stationery (Self-Carbonised Paper)**

### Scope of Contract

1. This contract provides for the supply and delivery, inclusive of Value Added Tax, Customs Import Duty, ECO Contribution (if any) and other charges as applicable, to Government Departments and Parastatal Bodies as and when required Computer Continuous Stationery as described in 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 1st July 2006 to the 30th June 2007, however the validity of the contract may be extended for up to two consecutive months after the termination date.

#### Quantities

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

#### Samples

4. Tenderers are to supply for testing purposes samples (preferably one box) of each type of paper they propose to supply. Samples are to reach the Procurement Section of the Contracts Department, Floriana by the due date and time fixed for submission of tenders. All samples are to be clearly marked with tenderer's particulars and the tender advert number. Failure to comply with this condition will invalidate the tender.

### **Specifications**

5. The computer continuous stationery shall be manufactured in accordance with BS 4623:1989 or an European equivalent standard (Folded continuous stationery for impact printers) and shall have the following characteristics:
  - a grammage (basic weight) determined as described in BS 3432, or an European equivalent standard is to be greater than 50g/m<sup>2</sup> but less than 60g/m<sup>2</sup>.

- b Breaking length, L/km, determined as described in BS 4415 or an European equivalent standard is to be as follows:-
- machine direction: > 5.0  
cross direction: > 2.0
- c The nominal width of stationery shall be as indicated on the schedule of quantities for each item, subject to a tolerance of +1.5mm.
- d The sprocket holes shall be cleanly punched in the left and right hand margins. The holes shall either be circular or have a serrated or a scalloped edge.
- e Fold, perforations and joins; The folds shall coincide with the perforations. They shall be perpendicular to the vertical reference line and within 0.4mm of the line midway between adjacent sprocket holes. If the stationery contains a divided form, two or more deep, intermediate perforations may be additionally made across the stationery, but these shall not run into a sprocket hole. Stationery shall not contain joins.
- f From set thickness: The form set thickness shall be constant over the printing area.
- g The performance of the self-carbonised paper is to be of a good quality insuring easy legibility up to the last copy.

#### Packing and Labelling

6. The stationery shall be supplied in boxes with a separate lid. The contents of boxes shall be easily identifiable, with the relevant form number, together with the form description and the letters 'G.M.' clearly printed. The first form in each box shall face upwards, i.e. its face shall be immediately visible when the box is opened. The stationery in each box shall either be continuous or have only one split. If a box contains a split, the lower pack shall be placed in the box in the same manner as the first pack so that before feeding the lower pack into a machine, there is no need to turn the second pack of the box.

If a box contains a split, a paper strip of colour contrasting with that of the stationery shall be wrapped round the upper pack.

Boxes containing splits shall have this fact prominently displayed so that it is viable when the closed box is in a stack.

#### Markings

7. In the case of ruled paper, continuous stationery shall have printed 9 times spaced evenly on each sheet in the lines in six point small caps, the words "Government of

Malta” in the same colour as the ruling. Plain white paper shall have the same words of the same size printed at least once on the side margins in each sheet.

#### Deliveries

8. A supply shall be made on receipt of a Requisition 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.
9. 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 expenses incurred resulting from such failure are to be the responsibility of the contractor supplying the material.
10. Failure on the part of the successful tenderer to comply with clauses 6 and 7 shall render him liable to a deduction not exceeding 5% of the net value of the invoice in addition to such other deduction to which he may have become liable under the other conditions forming part of these tender documents.
11. In the case of the successful tenderer failing to comply with clauses 6 and 7, the Director of Contracts at his absolute discretion instead of making the deductions contemplated in condition above may refuse the merchandise, supplied under this tender, in which case the successful tenderer shall be considered as having failed to supply the merchandise ordered and shall be liable to the deductions contemplated under the relevant conditions of these tender documents.

#### General Conditions

12. Tenderers shall quote a unit rate in Maltese currency for each box they intend to supply. Prices shall be inclusive of Value Added Tax, Customs Import Duty, 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.
13. The Head of Department or his representative reserves the right to inspect the material at the Contractor’s warehouse.
14. **Interpretation or Correction of Tender Documents**
  - 14.1 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.

14.2 Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request which 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.

14.3 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 reply upon such interpretations, corrections and changes.

15. **Addenda**

15.1 Addenda will be telefaxed and confirmed by mail to the Tenderers.

15.2 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.

15.3 Each Tenderer shall ascertain, prior to submitting his Tender, that he has received all addenda issued and shall acknowledge their receipt in his Tender.

16. 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.

17. **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.

18. **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.

19. **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.

20. **Confidentiality**

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed sessions. 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.

**Appeals Board**

21. 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. A copy of the relevant Part XIII of these regulations is being attached with this tender document

22. **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.

23. 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.