

CT 2391/2006

Contracts Circular N° 19/2007

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

15 June 2007

ENVIRONMENTAL FRIENDLY XEROGRAPHIC PAPER

1. Heads of Department and Accounting Officers are requested to note that the contract for the supply and delivery of environmental friendly xerographic white 'GM' watermarked Paper to Government Departments and Parastatal Bodies in Malta and Gozo, as and when required, has been placed with:

Messrs Galaxy Ltd
32 N Saura Street
Siggiewi QRM 14

VAT N°: 1004-1035
Tel: 21447328/21461191

at the following prices which are inclusive of all charges and 18% VAT.

Item 1.1 - size 210mm x 297mm (A4) at Lm1.98,0 per ream (x 500 sheets) delivered.

Item 1.2 - size 297mm x 420mm (A3) at Lm3.40,0 per ream (x 500 sheets) delivered.

2. Payments are to be made direct to contractor.
3. This contract shall run from the 1 July 2007 up to the 31 March 2009.

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4. Paper supplied shall be watermarked “GM”.
5. The attention of Heads of Department and all Accounting Officers is particularly drawn to Clauses 7 and 8 of the attached specifications and special conditions regulating this contract.
6. User Departments are requested to ensure that the xerographic paper supplied to them is of the same quality as sample submitted for testing and approved by the National Laboratory Result No. (Code 083/97) dated 6 February 2007 and this by periodically submitting supplied paper for testing at the Malta National Laboratory, San Gwann.
7. The conditions regulating this contract are attached and Heads of Department are requested to ensure that these are strictly adhered to.
8. This contract is also governed by the attached “General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract.”

F Attard
Director General (Contracts)

enc.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF XEROGRAPHIC 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, in Malta and Gozo, as and when required, of White Xerographic Paper as described in the attached specifications. Supplies shall be made in accordance with the attached General Conditions of Contract for the supply of Goods and Materials under a Framework Agreement (Period Contract) insofar as these are not inconsistent with these specifications and special conditions.

Period of Completion

2. This contract shall run from 1 April 2007 and shall terminate on the 30 December 2008. However the validity of the contract may be extended for a further period of three months after the due termination date.

Quantities

3. The quantity shown on the 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 by doing so be held liable to any damages or other cost whatsoever.

Specifications

4. The white xerographic paper is to conform to the following specifications:
 - (a) Paper reflectance - minimum 74% based on ISO 2470
 - (b) Opacity - not less than 86% based on ISO 2471
 - (c) Sizes - 297 x 420mm and 210 x 297mm in the quantities on the schedule
 - (e) Substance - 80 g/m² (minimum accepted 78g/m²)
 - (f) Paper shall lie flat before and after processing through copier with either no tendency to curl or with a curl which can be overcome under reasonable conditions.

5. Paper supplied should be flat smooth on both sides, flat, trimmed square on four sides, with clean smooth edges, evenly jogged and free from cockling. Furthermore paper should be suitable for printing on both sides.
6. Each sheet of paper supplied under items 1 and 2 is to be watermarked 'GM' or 'MG' as per accompanying specimen four items on each area 210 x 297mm. Non-compliance with this clause will invalidate the tender.
7.
 - a) Paper offered must be covered by an international recognized public or private eco-label/environmental label OR be produced from timber coming from sustainable wood forests.
 - b) Furthermore tenderers must submit with their offer;
 - i) a certificate issued by an independent competent authority confirming (a) above
 - ii) a certificate which highlights the efforts carried out to cause the less stress on the environment during the life cycle of the paper.

Non-compliance with this clause will invalidate the tender.

8. The paper supplied should be ream wrapped bearing the labels offered at 7a) above at one end including the 'GM' markings. Packing paper should be sufficiently strong to prevent reams from bursting.
9. Notwithstanding compliance with the specifications, final decision of acceptance will be made on the result of a printing test.

Samples

10. Tenderers are to submit a sample (at least one ream) of each type and size, of paper they propose to supply. Samples shall be delivered at the Procurement Section of the 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 conditions will invalidate tender.

Deliveries

11. Supply shall 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.

12. 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.

Prices

13. Tenderers shall quote a unit rate in Maltese currency for each ream they offer to supply. Prices shall be inclusive of Value Added Tax, Customs Import Duty, ECO Contribution (if any) and other charges as applicable for delivery to site/departments in Malta and Gozo of the material being offered. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.

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

15. **Interpretation or 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 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.
- 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 reply upon such interpretations, corrections and changes.

16. **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.
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.

Appeals Board

18. This tender is being published and awarded subject to the appeals 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 June 2005. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

Award Notification

19. 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 visiting the department's website - www.contracts.gov.mt.
20. The attached 'General Conditions Governing the Employment of Labour in Malta' and 'General Conditions for the supply and materials and other articles' insofar as they are not inconsistent with the above shall also apply.