

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

25 June 2007

Parana and Iroko Timber

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Parana and Iroko Timber 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

Tel: 21466520

Fax: 21465894

VAT No.: 1026-0819

Parana Pine

Item 1.1 – 19mm thick at the rate of Lm402.38 per CBM;

Item 1.2 – 25mm thick at the rate of Lm402.38 per CBM;

Item 1.3 – 38mm thick at the rate of Lm402.38 per CBM;

Item 1.4 – 50mm thick at the rate of Lm402.38 per CBM.

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(B) Defranco Ent. Ltd.
P.O. Box 5
Qormi

Tel: 21463310

VAT No.: 1026-3121

Iroko

Item 2.1 – 25mm thick at Lm483.80 per CBM;
Item 2.2 – 38mm thick at Lm483.80 per CBM;
Item 2.3 – 50mm thick at Lm460.20 per CBM;
Item 2.4 – 75mm thick at Lm495.60 per CBM.

2. Payments to the above mentioned contractors are not to be made until further notice.
3. This contract shall run from the 1 July 2007 up to the 30 June 2008.
4. Heads of Department are requested to ensure that the Parana and Iroko supplied to them is of the type described in the attached specifications.
5. The specifications and conditions regulating this contract are attached.
6. This contract is also governed by the usual ‘General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract.’

F. Attard
Director General (Contracts)

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF PARANA AND IROKO TIMBER

Scope of Contract

1. This contract provides for the supply and delivery inclusive of Value Added Tax, Customs Import Duty and other charges as applicable, to Government Departments and Parastatal Bodies, as and when required of Parana and Iroko Timber 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 1 July 2007 and terminates on the 30 June 2008. However the Government reserves the right to extend the contract for a further period of two (2) 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.

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. Quality of timber should be identical to that inspected and approved by the Director of Contracts prior to 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.

SPECIFICATIONS

- 7.1 The Parana timber shall be *Auracaria Angustifolia* in planks of minimum length of 4 metres and widths of 20/30cm.
- 7.2 The timber shall be FAS-80% first grade and 20% seconds, square edged and sawn to yield full nominal thickness after drying.
8. A certificate in English showing that the parana being offered is free from fungi/insect attack and other defects, and that it is fully seasoned, free from rotten and broken pieces and chemically treated against insect attack, is to be furnished on request.
9. The Iroko timber shall be generally in accordance with BSEN/949/1996 and mainly required for outdoor use. The moisture content shall not exceed 20%. The material shall have not splits except for minor end splits. The slope of grain shall not be greater than one in eight as distinct from figure and surface marking but ignoring local deviation. A certificate in English showing that the timber shall be free from knot and insect attack, is to be furnished on request.

General Conditions

Prices

10. Tenderers shall quote a unit rate in Maltese Currency for each item. Prices shall be inclusive of Value Added Tax, Customs Import Duty, ECO Contribution and other charges as applicable. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
11. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.

12. **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

13. 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 June 2005. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

14. **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 or changes.

15. **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.

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, 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 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 communicated neither to the tenderers nor to any party.

20. **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 visiting the Department's website – www.contracts.gov.mt under Committee Recommendations.

21. 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.