

Department of Contracts  
Notre Dame Ravelin  
Floriana

To Heads of Department  
and Parastatal Bodies

25 June 2007

**BOILER SUITS**

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Boiler Suits 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%.

Messrs Yorkie Clothing Ind. Ltd  
UB 17, San Ġwann Industrial Estate  
B’Kara SGN 09

Tel: 21442460/9  
VAT: 1213-9530

at the unit rate and for the sizes indicated below. Price is inclusive of all charges and taxes including VAT at 18%.

Item 1 - Colour: Non-fading fast, dark blue

1.1	Size	88 (34") S	S - Small R- Regular T - Tall  at Lm4.87,0 each
1.2	Size	88 (34") R	
1.3	Size	88 (34") T	
1.4	Size	92 (34") S	
1.5	Size	92 (36") R	
1.6	Size	92 (36") T	
1.7	Size	96 (38") S	
1.8	Size	96 (38") R	
1.9	Size	96 (38") T	
1.10	Size	100 (40") S	

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- 1.11 Size 100 (40") R
- 1.12 Size 100 (40") T
- 1.13 Size 108 (42") S
- 1.14 Size 108 (42") R
- 1.15 Size 108 (42") T
- 1.16 Size 112 (44") S
- 1.17 Size 112 (44") R
- 1.18 Size 112 (44") T
- 1.19 Size 116 (46") S
- 1.20 Size 116 (46") R
- 1.21 Size 116 (46") T
- 1.22 Size 124 (48") S

S - Small  
R- Regular  
T - Tall

at Lm4.87,0 each

- 1.23 Size 124 (48") R
- 1.24 Size 124 (48") T
- 1.25 Size 128 (50") S
- 1.26 Size 128 (50") R
- 1.27 Size 128 (50") T
- 1.28 Size 132 (52") S
- 1.29 Size 132 (52") R
- 1.30 Size 132 (52") T
- 1.31 Size 136 (54") S
- 1.32 Size 136 (54") R
- 1.33 Size 136 (54") T
- 1.34 Size 140 (56") S
- 1.35 Size 140 (56") R
- 1.36 Size 140 (56") T
- 1.37 Size 144 (58") S
- 1.38 Size 144 (58") R
- 1.39 Size 144 (58") T

S - Small  
R - Regular  
T - Tall

at Lm5.87,0 each

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Item 2 - Colour: Non-fading fast, olive green (ear marked for AFM Personnel)

2.1	Size	88 (34") S
2.2	Size	88 (34") R
2.3	Size	88 (34") T
2.4	Size	92 (34") S
2.5	Size	92 (36") R
2.6	Size	92 (36") T
2.7	Size	96 (38") S
2.8	Size	96 (38") R
2.9	Size	96 (38") T
2.10	Size	100 (40") S
2.11	Size	100 (40") R
2.12	Size	100 (40") T
2.13	Size	108 (42") S
2.14	Size	108 (42") R
2.15	Size	108 (42") T
2.16	Size	112 (44") S
2.17	Size	112 (44") R
2.18	Size	112 (44") T
2.19	Size	116 (46") S

S - Small  
R- Regular  
T - Tall

at Lm7.14,0 each

2. This contract shall run from the 1 July 2007 up to the 30 June 2008.
3. Payments are to be made direct to contractor.
4. Heads of Department are requested to ensure that the boiler suits supplied to them are of the same quality as sample submitted for testing and approved by the Malta National Laboratory UB 14, San Gwann Industrial Estate, San Gwann. Suits supplied are to be periodically submitted for testing at the above address quoting Laboratory Result No. 247/07 Code BS 21 dated 11 April 2007.

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*...cont Circular 23/2007*

5. A sample boiler suit is available at the Procurement Section of the Department of Contracts, Notre Dame Ravelin, Floriana and may be inspected for style.
6. User departments are to ensure that the dark blue boiler suits supplied shall have the letters 'GM' approximately 10cm high screen printed in white on the back of each suit.
7. The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are adhered to.
8. 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 BOILER SUITS UNDER A FRAMEWORK AGREEMENT**

### **Scope of Contract**

1. This contract provides for the supply and delivery to Government Departments, as and when required, of one piece Boiler Suits, 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 the conditions in these specifications and special conditions.

### **Period of Completion**

2. The contract shall run from the 1 July 2007 and shall terminate on the 30 June 2008. However the validity of the contract may be extended for a further period up to 3 months after the due termination date until the new contract is awarded.

### **Quantities**

3. The quantities shown on the Schedules are 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.

### **Samples**

4. Tenderers are required to submit to the Procurement Section of the Contracts Department, Notre Dame Ravelin, Floriana, a sample swatch showing the quality and shade of the material to be used for the manufacture of the suits. Tenderers are also required to furnish a finished Boiler Suit to be inspected for workmanship and cut. The sample cloth shall be at least one square metre in area and shall include at least one selvedge. Samples which are to bear a label marked clearly with the name and address of the tenderer are to be submitted before the expiration of the date and time fixed for the delivery of tenders. Failure to comply with these conditions will invalidate the tender. Samples submitted by unsuccessful tenderers are to be withdrawn immediately they are informed that their offer has not been accepted, otherwise samples will be forfeited.

### **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.
6. The Head of Department shall have the power to reject any boiler suit, 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 notice to that effect from the Heads of Department concerned. Vouchers shall be prepared for payment to the contractor when the boiler suit is to the entire satisfaction of the Head of Department concerned.

### **Specifications**

7. The one piece boiler suits shall be supplied in accordance with the following specifications:

**MATERIAL:** Tough quality, hard wearing, fully pre-shrunk, dungaree cloth, 100% cotton.

Weight per square metre 250gm. minimum.

Threads per 25.4mm:-

Warp	75 minimum
Weft	40 minimum

**COLOUR:** as indicated on Schedule.

**SHRINKAGE:** The amount of shrinkage after laundering, shall not exceed 3% lengthwise and 2.5% widthwise.

**BLOUSE:** Buttoned front with attached collar, one patch pocket on chest.

**TROUSERS:** Two patch pockets in front and one rule pocket at back right leg.

BUTTONS: Plastic/Metal Clips/Studs

MARKINGS: The letter 'G.M.' approx. 10cm high shall be screen printed in white on the back of each suit.

8. On each suit there shall be sewn a label showing the name of the manufacturer, the chest size, length of garment and year of manufacture.
9. The Director of Contracts or his representative shall be at liberty to test a reasonable number of garments in order to ascertain that the material used by the contractor is thoroughly shrunk and in accordance with the specifications indicated in clause 7.

### **General Conditions**

#### **Prices**

10. Tenderers shall quote a unit rate in Maltese Currency for each boiler suit. 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 communication 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](http://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.