

CT 2777/2006

Contracts Circular N° 24/2007

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
And Parastatal Bodies

25 June 2007

Marine and Meranti Plywood

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Marine and Meranti Plywood 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
Mdina Road
Żebbuġ ŻBG 05

Tel: 21466520

Fax: 21465894

VAT No. 1026-0819

Marine Plywood

Item 1: 2.4m x 1.22m x 4mm at Lm 6.09,0 per sheet

Item 2: 2.4m x 1.22m x 9mm at Lm10.08,0 per sheet

Item 3: 2.4m x 1.22m x 12mm at Lm13.34,0 per sheet

Item 4: 2.4m x 1.22m x 15mm at Lm16.37,0 per sheet

Item 5: 2.4m x 1.22m x 18mm at Lm19.66,0 per sheet

Meranti Plywood

Item 6: 1.8m x 1.22m x 4mm at Lm 2.93,0 per sheet.

Payments to the above mentioned contractor are not to be made until further notice.

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....cont. Circ. 24/2007

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

Tel: 21463310

VAT No.: 1026-3121

Meranti Plywood

Item 7: 2.4m x 1.22m x 4mm at Lm2.42,0 per sheet
Item 8: 2.4m x 1.22m x 6mm at Lm2.59,0 per sheet
Item 9: 2.4m x 1.22m x 12mm at Lm3.45,0 per sheet
Item 10: 2.4m x 1.22m x 15mm at Lm6.39,0 per sheet
Item 11: 2.4m x 1.22m x 18mm at Lm7.81,0 per sheet
Item 12: 2.4m x 1.22m x 18mm at Lm9.10,0 per sheet

Payments to the above contractor are not to be made until further notice.

2. This contract shall run from the 1 July 2007 up to the 30 June 2008.
3. Heads of Department are requested to ensure that the material supplied to them is of the type described in the attached specifications.
4. This contract is also governed by the attached "General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract."

E. Zarb
Director General (Contracts)

encls.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF MARINE AND MERANTI PLYWOOD

Scope of Contract

1. This contract provides for the supply and delivery, under a Framework Agreement, 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 of Marine and Meranti Plywood as described in the attached specifications. 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.

Period of Completion

2. This contract shall run from the 1 July 2007 and terminates on the 30 June 2008. However the validity of the contract may be extended for a further period of three (3) calendar months after the due termination date.

Quantities

Notwithstanding any other clauses regarding quantities in the attached General Conditions, the quantities shown on the schedule are only indicative. However, Government reserves the right not to order any of the quantities shown against each time and the Government would not by doing so be held liable to any damages or other costs whatsoever. Moreover the successful contractor shall be bound to continue supplying up to the end of the contract period should the amount indicated be exceeded.

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.

Deliveries

5. A supply shall be made on receipt of a Requisition or Order from 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 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 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/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 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.

7. **SPECIFICATIONS**

A. **MARINE PLYWOOD**

- 7.1 The marine plywood is to conform to BS 1088 and amendments or to an equivalent European Standard. The plywood is to have a solid mahogany surface free from open defects such as mots, other than pin mots of which there is not to be more than an average of two per 30 sq. cm.
- 7.2 The veneers are to be free from irregular grain. Pin holes not along the plane of veneer, occasional and minor discolourations are permissible. Compression failure of the veneer is unacceptable.

A. **MERANTI PLYWOOD**

- 7.3 The Meranti Plywood is to conform to BS 6566 and amendments or to an equivalent European Standard.

THE VENEERS

- 7.4 The veneers shall be grade B/BB, forming the face and the back. It has to be reasonably matched for colour, firm, smoothly cut, free from knots, worm and beetle holes, splits, date, glue stains, filling and inlaying of any kind or other defects with no end joints.

Other grades may be considered.

- 7.5 The plywood core veneers, may contain knots, open defects, gaps, overlaps, or pleats, provided such defects will neither cause undulations nor impair the smooth finish of the surface required for painting or staining. No end joints are permissible.

ASSEMBLY OF VENEERS

- 7.6 The direction of the grain of the veneer shall be right angles to adjacent plies, except in the case of boards comprising an even number of plies, when the grain of the centre pair shall follow the same direction.

Plywood thicker than 10mm shall NOT be less than five plies.

BONDING

- 7.7 The bonding between veneers shall be moisture - resistant (MR) and moderately weather resistant to BS 6566 Part 8. Joints made with these adhesives are to survive full weather exposure and to resist attack by micro-organism.

MOISTURE CONTENTS

- 7.8 Finished boards shall have a moisture content of between 8% and 12%.

GENERAL CONDITIONS

8. The Head of Department or his representative reserves the right to inspect the material at the contractor's warehouse.
9. Tenderers shall quote a unit rate per sheet in Maltese currency for each item they offer to supply inclusive of Value Added Tax, Customs Import Duty, ECO Contribution (if any) and other charges as applicable, for delivery to site/departments of the material being offered. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
10. **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.

11. **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.

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.

13. **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 the organization, and will not be disclosed or copied without your consent to anyone outside the Ministry of Finance unless the law permits us to.

14. **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 liable to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period.

15. **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.

16. **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.

Appeals Board

17. 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.

18. **Award Notification**

Tenderers are opened and schedule 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 Contracts Department website on – www.contracts.gov.mt – under Committee Recommendations.

19. 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.