

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

28 June 2007

Envelopes

1. Heads of Department and Accounting Officers are requested to note that the contract for the supply and delivery of envelopes with strip seal flaps to Government Departments and Parastatal Bodies, as and when required, have been placed with the contractor shown below at the prices indicated on the attached Schedule. Prices are inclusive of all charges and taxes including VAT at 18%.

(A) M/S Intermarkets Stationeries Ltd
BT5 Industrial Estate
Bulebel
Żejtun

Tel: 21693630
VAT: 1111-7035

2. This contract shall run from the 1 July 2007 up to the 30 June 2008.
3. Payments to the above contractor are not to be made until further notice.
4. It is to be pointed out that delivery of envelopes is to be made within ten days from the date of receipt of the relative requisition.
5. Heads of Department are requested to ensure that the envelopes supplied to them are of the same grammage as indicated on the attached Schedule.
6. The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are adhered to.
7. 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)

encls

Schedule of Prices

- Item 1: Envelopes, Wallet flap on long edges, 70gsm minimum
Manilla Buff Colour.
Size: 114mm x 163mm approx.
Printed Il-Gvern ta' Malta (10pt - universal caps)
at Lm6.50,0 per box by 1000.
- Item 2: Envelopes wallet flap on long edge, 75gsm minimum
Manilla Buff Colour.
Size: 157mm x 230mm approx.
Printed Il-Gvern ta' Malta (12pt - universal caps)
at Lm5.50,0 per box by 500.
- Item 3: Envelopes pocket rectangular flap on short edge, 120gsm minimum,
Manilla Buff Colour
Size: 261mm x 356mm approx.
Printed Il-Gvern ta' Malta (16pt - universal caps)
at Lm7.00,0 per box by 250.
- Item 4: Envelopes, pocket, rectangular flap on short edge, 120gsm minimum,
Manilla Buff Colour
Size: 330mm x 457mm approx.
Printed Il-Gvern ta' Malta (16pt - universal caps)
at Lm10.31,0 per box by 250.
- Item 5: Envelopes, window, Wallet flap on long edge, 70gsm minimum
Manilla Buff Colour
Size: 105mm x 233mm approx.
Size of window 40mm x 100mm to be positioned as follows:
15mm from bottom edge and 20mm from left edge
Printed Il-Gvern ta' Malta (12pt - universal caps)
at Lm9.65,0 per box by 1000.
- Item 6: Envelopes, Airmail, Wallet flap on long edge, 80gsm minimum,
White colour
Size: 115mm x 162mm approx.
Printing as per Clause 8 of the attached specifications
at Lm3.50,0 per box by 500.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF ENVIRONMENTAL QUALITY ENVELOPES

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, as and when required, of Envelopes 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 up to the 30 June 2008. However the validity of the contract may be extended for a further period of three months after the due termination date unless a fresh contract will first have been awarded.

Quantities

3. The quantity shown on 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.

Samples

4. Three samples of each type of envelope the tenderer proposes to supply 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 condition will invalidate the tender.

Deliveries

5. 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.

6. 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.

Specifications

7. The paper used in the manufacture of the envelopes must (a) be recycled and shall not contain toxic ingredients harmful to the environment, (b) bear an international recognized eco-label confirming the quality of environmental protection.

Tenderers must submit with their offer certificates issued by an independent recognized body confirming (a) and (b) above.

Non-compliance with this clause will invalidate the tender.

8. The envelopes required under items 1 to 5 are to have strip seal flaps and to be printed IL-GVERN TA' MALTA on the face at the top left hand corner with equal distance from both the top and side edge of the envelopes. The Malta Emblem is to be 2cm high and printed in the middle of the flap.
9. Airmail envelopes (item 6): The airmail envelopes are to have strip seal flaps, a printed airmail block (in blue) at the top left and corner with the words "POSTA BL-AJRU" (in white and "PAR AVION" (in white) and to be printed IL-GVERN TA' MALTA (in black and underlined) on face at the top in the centre. Furthermore the Malta Emblem is to be 2cm high and printed in the middle of the flap.
10. Blocks for the emblem are to be provided by the successful tenderer at his own expense.
11. The cardboard boxes containing envelopes should have labels bearing all particulars at one end. Non-compliance with this clause will render the contractor liable to a fine of 1% (one per cent) of the value of the tender. Packaging should be strictly as indicated on schedule against each item.

12. If the tenderer propose to supply envelopes differing in size from those specified, the dimensions are to be clearly in the tender.

Prices

13. Tenderers shall quote a unit rate in Maltese currency for each box they offer to supply. Tenderers must quote a price for each individual items as per schedule. Failure to comply will involve non-consideration of the tender. 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.
14. Tenderers are to quote for all items in the schedule so that incomplete offers may not be considered. It shall be the prerogative of the Department of Contracts to decide whether one full contract or partial ones should be awarded.
15. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.

16. Interpretation of 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 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 rely upon such interpretations, corrections and changes.

17. 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.

18. 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.

19. **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.

20. **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, services rendered or work carried out 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.

21. **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.

22. **Confidentiality**

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

23. **Appeals Board**

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.

24 **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.

25. **Employment**

The company awarded the tender is to make sure that its personnel are all employed according to the current Maltese Laws on Employment.

26. **Participation**

A sworn declaration by the bidders that they do not fall under clause 49 of the Public Contracts Regulations 2005 is to accompany their offer. Tenderers or candidates who have been guilty of making false declarations may be excluded from participation in and the award of contracts. Tenderers will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

Any tenderer or sub-contractor who fails to provide the requested declaration with his offer, will not be eligible for the award of the contract.

27. **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.

28. 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.