

CT 2011/2007

Contracts Circular N° 32/2007

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

1 October 2007

Pullovers

- 1) Heads of Department and Accounting Officers are to note that the period contract for the supply and delivery of Dark Blue pullovers to entitled personnel in Government Departments and Parastatal Bodies has been awarded to:-

Yorkie Clothing Ind. Ltd.
UB 17B San Ġwann Ind. Estate
San Ġwann

Tel: 21442460
VAT: 1213-9530

for the colour, sizes and price indicated. Price is inclusive of all charges and taxes including 18% VAT.

Colour - Dark Blue

Chest Size:

36"/EUR 46
38"/EUR 48
40"/EUR 50
42"/EUR 52
44"/EUR 54
46"/EUR 56
48"/EUR 58
50"/EUR 60
52"/EUR 62
56"/EUR 66
58"/EUR 68

at Lm8.43,0 each delivered

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cont. Cir 32/2007

- 2) Heads of Department are to ensure that the pullovers supplied are 'V' neck in style, and dark blue in colour. User departments are to ascertain that the label of each pullover supplied is to be marked with the size number and the letters 'GM'.
- 3) Moreover, it is to be ensured that the pullovers supplied to them are of the same quality as samples submitted for testing and approved by Standards Laboratory result No. 455/07 dated 19 July 2007, and this by periodically submitting samples of the pullovers supplied for testing at the Malta National Laboratory, San Ġwann.
- 4) Payments are to be made direct to contractor.
- 5) This contract shall run up to the 31st March 2008.
- 6) The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are strictly adhered to.
- 7) 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)

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF PULLOVERS

1. Scope of Contract

This contract provides for the supply and delivery inclusive of Value Added Tax, Customs Import Duty and ECO Contribution (if any) and other charges as applicable to Government Departments and Parastatal Bodies as and when required, of Pullovers 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 (running period contract) insofar as these are not inconsistent with these specifications and special conditions.

2. Period of Completion

This contract shall run from the date of award up to the 31st March 2008. The validity of the contract may be extended for a further period of 2 months after the due termination date.

3. Quantities

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.

4. Specifications

The 'V' neck pullovers shall be made of ribbed heavy woollen army type, 100% wool. Pullovers are to be supplied dark blue in colour, with shoulder and elbow reinforcements (pads) of the same colour, epaulettes 5cm wide, round edge and with a velcro closing patch 2 square cms.

The label of each pullover being supplied is to include the size, wool content, and the letters 'G.M.'

A sample to show colour and style/type of the pullover required is available for inspection at the Procurement Section of the Contracts Department.

5. **Samples**

A sample of the type of pullover the tenderer proposes to supply shall be delivered at the Procurement Section of the Contract Department, Floriana, by the closing 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.

6. **Deliveries**

Tenderers are to indicate the earliest date by which first deliveries can be made. 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. Each pullover is to be packed in a plastic bag with the size clearly stamped on each pullover.

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.

General Conditions

7 **Prices**

Tenderers shall quote a unit rate in Maltese currency for each pullover they offer to supply. Tenderers must quote a price for each individual item as per schedule. Failure to comply will involve non-consideration of the tender. Prices shall be inclusive of Value Added Tax, Customs Import Duty and 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.

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.

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

8. **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 and 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.

9. **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.

10. **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.

11. **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.

12. **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.