

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

16 November 2007

Departmental Accounting System Forms

1. Heads of Department and Accounting Officers are requested to note that the contract for the supply and delivery (in Malta) of Departmental Accounting System Forms to Government Departments and Parastatal Bodies has been awarded to:

Galaxy Ltd.
War Victims Square
Siggiewi SGW 2550

Tel: 21461191 / 21447328
VAT: 1004 – 1035

for the items and at the prices indicated below. Prices are inclusive of all charges and 18% VAT.

- 1 ACC 1 (General Receipts) Continuous 2 Part forms: Size 241.3mm (9½") wide (including sprocket holes) x 101.6mm (4"). Printed in black on one side on carbonless paper. White for original, yellow for duplicate, two vertical perforations **at Lm24.00 per box of 3,000 sets delivered.**
 - 2 ACC 2 (General Form) Continuous 2 Part forms: Size 241.3mm (9½") wide (including sprocket holes) x 279.4mm (11"). Printed in black on carbonless paper. White for original, yellow for duplicate, two vertical perforations **at Lm14.40 per box of 1,000 sets delivered.**
 - 3 ACC 2A (General Form) Continuous 3 part forms: Size 241.3mm (9½") wide (including sprocket holes) x 279.4mm (11"). Printed in black on carbonless paper. White for original, yellow for duplicate and pink for triplicate, two vertical perforations **at Lm14.40 per box of 500 sets delivered.**
2. Government departments / parastatals in Gozo are requested to withdraw their requirements from contractor's warehouse.
 3. This contract shall run from the 2 January 2008 up to the 31 December 2009.

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4. Payments are not to be made until further notice.
5. The attention of Heads of Department and Accounting Officers is particularly drawn to Clauses 6, 7 and 8 of the attached specifications and special conditions regarding this contract.
6. Heads of Department are requested to ensure that the forms supplied to them are of the same quality as samples submitted for testing and approved by Government. It is therefore recommended that random samples from consignments be submitted to the National Laboratory, Evans Building, Valletta for testing. In all cases test reference number 287/00 dated 11 January 2001 should be invariably quoted.
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 Departmental Accounting System Forms

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 and Parastatal Bodies as and when required to DAS (Departmental Accounting System) Forms, as per attached samples and as described in 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 2nd January 2008 up to the 31 December 2009, however the validity of the contract may be extended for up to two consecutive months after the termination date.

Quantities

- 3 The quantities shown on the schedule are only indicative and where necessary may be exceeded. Moreover Government reserves the right not to order the whole quantity shown and would not by doing so be held liable to any damages or other costs whatsoever.

Samples

- 4 Tenderers are to supply for testing purposed twenty samples of each type of paper they propose to supply. Samples are to reach the Procurement Section of the Contracts Department, Floriana by the due date and time fixed for submission of tenders. All samples are to be clearly marked with tenderer's particulars and the tender advert number. Failure to comply with this condition will invalidate the tender.

Specifications

- 5 The DAS Forms shall be manufactured in accordance with BS 4623:1989 (Folded continuous stationery for impact printers) or as otherwise stated in this document and shall have the following characteristics:
 - a grammage (of each part) determined as described in BS EN ISO 536, is to be greater than 50g/m² but less than 60g/m².

- b Breaking length, L/km, determined as described in ISO 1924 is to be as follows:-
Machine direction : > 5.0
Cross direction: > 2.0
- c The nominal width and length of stationery shall be as indicated on the schedule of quantities for each item, subject to a tolerance of ± 1.5 mm.
- d The sprocket holes shall be cleanly punched in the left and right hand margins. The holes shall either be circular or have a serrated or a scalloped edge.
- e Fold, perforations and joins; The folds shall coincide with the perforations. They shall be perpendicular to the vertical reference line and within 0.4mm of the line midway between adjacent sprocket holes. If the stationery contains a divided form, two or more deep, intermediate perforations may be additional made across the stationery, but these shall not run into a sprocket hole. Stationery shall not contain joins.
- f From set thickness: The form set thickness shall be constant over the printing area.
- g The performance of the self-carbonised paper is to be of a good quality insuring easy legibility up to the last copy.

Standards

- h The standards quoted in the specifications may be placed by the equivalent European Standard.

6. Euro Sign

The € sign is to replace the Lm denomination, as shown on the first sheet of the attached specimen, all duplicates must be amended accordingly.

Packing and Labelling

- 7 The stationery shall be supplied in boxes with a separate lid. The contents of boxes shall be easily identifiable, with the relevant form number, together with the form description and the letters 'G.M.' clearly printed. The first form in each box shall face upwards, i.e. its face shall be immediately visible when the box is opened. The stationery in each box shall either be continuous or have only one split. If a box contains a split, the lower pack shall be placed in the box in the same manner as the first pack so that before feeding the lower pack into a machine, there is no need to turn the second pack of the box.
If a box contains a split, a paper strip of colour contrasting with that of the stationery shall be wrapped round the upper pack.

Boxes containing splits shall have this fact prominently displayed so that it is viable when the closed box is in a stack.

Deliveries

- 8 A supply shall be made on receipt of a Requisition 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 nay value thereof even though the material may have been supplied and made use of by the Department concerned.
- 9 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 expenses incurred resulting from such failure are to be the responsibility of the contractor supplying the material.
- 10 Failure on the part of the successful tenderer to comply with clause 6 shall render him liable to a deduction not exceeding 5% of the net value of the invoice in addition to such other deduction to which he may have become liable under the other conditions forming part of these tender documents.
- 11 In the case of the successful tenderer failing to comply with clause 6, the Director of Contracts at his absolute discretion instead of making the deductions contemplated in condition above may refuse the merchandise, supplied under this tender, in which case the successful tenderer shall be considered as having failed to supply the merchandise ordered and shall be liable to the deductions contemplated under the relevant conditions of these tender documents.

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND MATERIALS UNDER A RUNNING (PERIOD) CONTRACT

1. The goods and/or materials to be supplied and delivered under this contract shall be the items described in the Specification and in the Schedule in the quantities shown on the latter. The quantity in respect of each item as indicated in the Schedule is individually subject to a variation of plus or minus twenty (20) per cent.
2. The goods and/or materials shall be supplied, as and when required, on receipt of a Requisition or Order from the Head of Department concerned or his / her representative and shall be delivered to the place or places indicated on the Order within the time specified thereon.
3. The Government will not accept liability for verbal orders and will not meet claims for any value thereof even though the goods and/or materials may have been delivered and made use of by the department concerned.
4. Subject to the provisions of clause 1 above, the contractor may be required to supply and to deliver, on any day as directed, up to a maximum quantity in respect of each item equivalent to double the quantity specified in the Schedule divided by the number of working days falling within the contract period.
5. The contractor shall keep reasonable stocks of each item to meet all demands during the period of the contract.
6. Whenever so requested, the contractor shall give two days' notice to the Head of Department or to the officer representing him of the date on which the supply of a requisition will be made, in default whereof he shall incur a penalty of Lm2 for every requisition in respect of which he has not given notice and the Head of Department shall have the right to reject the supply covered by such requisition and, if he deems fit, to fix a later date for the delivery thereof.
7. Each supply shall be measured on delivery by the representative of the Head of Department and shall be accompanied by a delivery note showing the quantity being supplied under each item of the Schedule and the Head of Department's representative shall receipt such note provided the quantities on the delivery note tally with the quantities supplied. Should the quantities shown on the delivery note as being supplied not conform to the quantities **actually** supplied, the contractor shall become liable to a fine equivalent to double the value, at the contract rate, of the quantity short-delivered.
8. The Head of Department or his /her representative shall have the power to reject any goods and/or materials supplied by the contractor should they be not in accordance with the Specifications or with the sample produced by the contractor and approved by Government and the contractor shall remove the rejected goods at his /her expense within the shortest possible time.
9. The contractor shall be bound to replace any rejected goods and/or materials with goods and/or materials of the approved quality within the time prescribed by the Head of the Department concerned.
10. Moreover, the contractor shall incur a fine equivalent to ten per cent of the value of the goods and/or materials delivered should they be found to be of inferior quality not in accordance with the Specifications and the approved sample/s or of having been supplied from sources

other than those approved and accepted for the contract unless approval to supply from these sources has been obtained in writing from the Government.

11. Besides the fines stipulated in clauses 7 and 10 above, the Government shall have the right to annul the contract if, (a) have supplied quantities of the goods and/or materials less than the quantities shown on the delivery note or (b) having supplied goods and/or materials of inferior quality not in accordance with the Specification or from non-approved sources, and in either of these two cases as may be, having been warned in writing, the contractor again supplies goods and/or materials less than the quantities shown on the delivery note or again supplies goods and/or materials of inferior quality or from non-approved sources.
12. Should the contract be annulled in terms of clause 11 above, such annulment shall automatically entail a penalty equivalent to ten per cent of the value of the unperformed part of the contract to which the contractor shall become liable in addition to any compensation which may be due to the Government for damages.
13. Should the contractor fail, refuse or neglect to supply or to replace as in clause 9, any goods and/or materials within the period prescribed, he shall become liable for the whole period and on account of the delay to a penalty equivalent to one per cent per week of the value of the goods and/or materials the supply of which is in arrear, up to the day on which the delivery shall have been completed. The Head of Department shall moreover, without prejudice to the payment of the fines to which the contractor may have become liable, and without the necessity of any prior legal proceedings have the right to order from other sources, at his / her discretion such goods and/or materials at any price on account, and at the expense, of the contractor.
14. Should the contractor fail to effect delivery of any order or to effect replacement of any rejected goods and/or materials within the time prescribed in terms of the contract, without having previously obtained an extension in writing from the Head of Department – such an extension will be granted only in exceptional circumstances – Government shall have the right to dissolve the contract and to consider it as having been abandoned by the Contractor. Should the contract be so or otherwise abandoned, wholly or in part, the Contractor besides being liable to payment of the penalties incurred for delay and of any damages deriving from such abandonment shall incur a further penalty equivalent to ten per cent of the value of the unperformed part of the contract. Provided that no penalty for delay shall be enforced with respect to the specific Requisition giving place to the dissolution and abandonment of the contract.
15. Payment of any fine to which the Contractor may have become liable under clauses 6, 7, 10, 12, 13 and 14 above and the exercise by the Government of any of its rights under clauses 13 and 14 hereof shall not exempt the contractor from his / her liabilities for damages deriving from his / her failure to supply any order or orders under this contract.
16. For the smooth working of the contract, contact at all times must be established between the successful contractor and the various officers concerned of the department and for this reason the contractor must have his / her own telephone.
17. Monthly payments shall be made to the contractor by the end of the month subsequent to that in which a supply shall have been made. The Head of Department shall however have the right to stop any payment due whenever in his/her opinion the contractor is under penalty for breach of any of the conditions of the contract.

18. The contractor shall provide at his own expense all necessary labour and transport required for the execution of this contract.
19. The contractor shall abide strictly by any and all safety regulations concerning the construction and loading of the vehicles employed on this contract.
20. The contractor shall not employ on this contract any vehicle which is not covered by a Motor Vehicle Insurance (Third Party Risks) policy issued by a recognised Insurer in Malta.
21. It shall not be lawful for the contractor to employ any driver on any of the vehicles used on this contract who is not the holder of the requisite special driving licence issued by the Commissioner of Police.
22. The contractor may be required to dismiss at once any work-man who, in the opinion of the Head of Department, is considered incompetent, misbehaves, or whose presence on this contract is undesirable. He shall also be liable for any damages caused to Government property in any way by men employed by him.
23. Deliveries shall be effected only on working days during Government working hours and no deliveries shall be made or accepted on Saturdays, Sundays, Holidays of Obligation and Public Holidays. However, the Head of Department reserves the right to depart from this rule should circumstances so dictate.
24. Should the successful tenderer be resident abroad he shall be require to appoint a representative in Malta with whom all transactions in connection with the contract shall be made by the Government.
25. The attached “General Conditions of Contract for the Supply of Materials and Other Articles” insofar as they are not inconsistent with the “General Conditions of Contract for the Supply of Goods and Materials under a Running (Period) Contract” shall also apply.