

Department of Contracts  
Notre Dame Ravelin  
Floriana

To Heads of Department  
and Parastatal Bodies

03 December 2007

## **TOILET PAPER**

- 1 Heads of Department and Accounting Officers are hereby informed that the contract for the supply and delivery of Toilet Paper, manufactured from recycled paper, greyish white in colour, to Government Departments and Parastatal Bodies, as and when required, has been awarded to:

Karta Converters Ltd.  
K1A Corradino Ind. Est.  
Paola PLA 08

Tel: 2169 6987  
VAT: 1074-2605

at Lm0.05,4 per roll. Price is inclusive of all charges and taxes including 18% VAT.

- 2 Payments are not to be made until further notice.
- 3 Each toilet paper roll shall be indelibly stamped with the letters 'GM' on the core. Packing shall be in boxes of 72 rolls.
- 4 Heads of Department are requested to ensure that the toilet paper supplied to them is of the same quality as sample submitted for testing and approved by the Malta National Laboratory as per test report No. 564/07 dated 17 September 2007 and this by periodically submitting toilet paper for testing at the National Laboratory, San Ġwann Industrial Estate, San Ġwann.

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.....cont. Circ. 42/2007

- 5 Furthermore they are also to ensure that the conditions of contract are strictly adhered to especially clauses 8 and 9.
- 6 This contract shall run from the 02 January 2008 and terminates on the 31 December 2008.
- 7 The conditions regulating this contract are attached and Heads of Department are requested to ensure that these conditions are strictly adhered to.
- 8 This contract is governed by the usual 'General Conditions for the Supply of Goods and Materials under a running Period Contract.'

F Attard  
Director General (Contracts)

## **SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF TOILET PAPER**

### **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 Toilet Paper manufactured from recycled paper, as described in the attached specifications and in the colour indicated on Schedule. Supplies 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 02 January 2008 and terminates on the 31 December 2008. However the validity of the contract may be extended for a further period of 3 months after the due termination date.

### **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 be doing so be held liable to any damages or other cost whatsoever.

### **Samples**

4. Samples consisting of eight (8) rolls of the type of toilet paper the tenderer proposes to supply are to reach the Procurement Section, 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 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.

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 toilet paper rolls shall have the following characteristics:-
  - a. The two ply toilet paper rolls shall be of extra soft grade. The average grammage of the double ply paper shall be not less than 34g/m<sup>2</sup>.
  - b. They shall consist of unglazed soft tissue paper and shall be free from deleterious defects such as fibre bundles and wood splinters and other defects that may impair its serviceability.
  - c. The length of paper per rolls shall be not less than 26m and not more than 28m. Any shortages from the agreed length in any one roll shall not exceed 2%.

- d. The width of the sheets shall be 100mm plus or minus 2mm. The sheets are to be neatly and firmly rolled on a cylindrical core of the same width. The sides of each roll shall be clearly cut and the paper at the other end of the roll shall not be glued to the underlying paper.
  - e. The length of a sheet on a roll shall be not less than 110mm and not more than 130mm.
  - f. The perforations shall be functional and allow a clear tear on the sheet.
  - g. The inside diameter of the core of a toilet paper roll shall not be less than 32mm and not more than 45mm. The outside diameter of the roll shall not exceed 125mm.
  - h. The tensile strength of the paper shall be not less than 2.1N/15mm of width in the machine direction, 0.6N/15mm of width in the cross direction and 1.5N/15mm of width in the average of both the machine direction and cross direction.
  - i. The softness of the paper shall not exceed 150mN.
  - j. If any dye is used to colour the paper it should conform to Health Standards.
8. Each roll shall be indelibly stamped with the letter 'G.M.' at one end or on the core.
9. The rolls shall be packed in hygienic, dirt and damp proof strong polythene bags of approximately 60 rolls to each bag, to allow uniform stacking up to a height of at least three (3) metres.
10. Tenderers submitting offers for toilet paper manufactured from recycled selected tissue, besides complying with clauses 7, 8 and 9 above are to submit with their quotation and whenever requested during the duration of the contract, a Quality Control Analysis Report issued by an independent recognized laboratory, showing that the product being supplied has a very good hygiene standard and do not pose any bacteriological risk to health. In this connection test results should confirm that the bacterial count do not exceed 1cfu per cm<sup>2</sup>.

## **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.

## **GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF MATERIALS AND OTHER ARTICLES**

1. In these conditions and in any specifications or special conditions annexed hereto:
  - (a) the word 'Government' shall mean the Government of Malta;
  - (b) the word 'Inspector' shall mean the engineer or other person or persons appointed by Government to inspect the work when the Government decides to have inspection;
  - (c) the words 'Head of Department' shall mean the Head of Government Department in Malta - by whom or on whose behalf the tender is being issued;
  - (d) the words Director of Contracts shall mean the Director of Contracts of the Government of Malta;
  - (e) the word 'contractor' shall mean person or persons whose tender for the work referred to shall be accepted by the Government;
  - (f) the word 'work' shall mean articles of every description and materials of every kind in every stage of their preparation;
  - (g) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution.
  
2. Local tenderers, including the accredited local agents of overseas firms, are required to quote prices covering the total cost delivered to store/site inclusive of VAT, Customs Duty and if any. Overseas tenderers who have no local agent are required to quote CIF prices on liner terms. All local and overseas tenderers, including the accredited agents of overseas firms, shall have the option of quoting either in Maltese currency or else in Euro, Sterling, and U.S. Dollars. Quotations in other currencies may be considered.

Clause 2(a) When local tenderers opt to quote in foreign currency they should, when submitting their offer, specify whether they would prefer to be paid either at the rate of exchange ruling on date of delivery or against presentation of the necessary documentary evidence from their bank showing the date and rate at which they transferred monies in respect of the relative Contracts to their principals abroad. If tenderers fail to specify their preference beforehand, payment would then be made at the rate of exchange obtaining on delivery date.
  
3. The contractor shall indemnify the Government against all claims at any time on account of patent rights of royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Government in respect of which the contractor is liable under this condition, the contractor shall be notified thereof and may at his own expense conduct any litigation that may arise therefrom, or any negotiations for settlement.
  
4. The Government shall have the power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.

5. The contractor shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Inspector or the Head of Department shall have certified in writing that the claim is reasonable and proper.
6. The Head of Department shall have power to order reasonable additions to, or deductions from the work, measurements, quantities, or weights specified, and such additions or deductions shall be allowed for at the contract rates. Such variations shall be sent in the form of written orders to the contractor.
7. In the event of additions being made, the Government may, if it considers it necessary, extend the time for delivery for such period as it may deem reasonable and proper. The contractor shall be informed in writing of any such extension and shall signify his agreement thereto as appropriate.
8. Should there be any discrepancy between the contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department for any explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.
10. Before proceeding to execute any work, the contractor shall obtain the Inspector's or the Head of Department's approval of the manner in which the contractor proposes to execute each portion of the works, and shall furnish such drawings or information as the Inspector or the Head of Department shall require.
11. The contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Head of Department.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Inspector or the Head of Department shall require.

13. The Inspector or the Head of Department may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Head of Department explaining the cause of the delay.
15. The contract time for delivery shall be the period or periods named in the letter of acceptance of tender, and shall be reckoned from the date of the receipt of the said letter.
16. Any drawings, tracings or descriptions specified must be furnished by the contractor with the first consignment of the work to which they refer, and payment will not be made by the Accountant General until such drawings, tracings, or descriptions have been furnished to the satisfaction of the Inspector of the Head of Department.
17. It shall not be lawful for the contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government therefore, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Government.
18. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.
19. Payment will be made by the Accountant General at the Treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 31 and within a reasonable time after delivery in Malta to the satisfaction of the Head of Department with the supply or service was rendered . Payment will be subject to any deduction to which the contractor may have become liable under this contract. In this regard, Contractors are to note that responsibility for payment rests with the Department to whom the goods are actually supplied and or works/services rendered. Queries in connection there with should be addressed to the Head of Department where delivery was effected.

20.
  - (a) The work shall be delivered to store or site of works, at Malta, all charges paid, including VAT, Customs Import Duty and insurance. The contractor shall be responsible for all damages or loss in transit from the contractor's works to the store or site of works at Malta, and shall replace, free of cost, all materials that may be broken, damaged or lost in transit as aforesaid.
  - (b) Delivery to site or store shall not apply in the case of overseas tenderers referred to in condition (2) above.
  - (c) Customs Import Duty and VAT, shall NOT be refunded.
  
21. Failure to deliver within the contract time shall, in addition to any other liabilities incurred by contractor under this contract, render the contractor liable by way of penalty to a deduction from the contract sum of 1 per cent per week on the value of any work which may be in arrear, unless the Head of Department is of opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the contractor, in which case the Government shall decide the extent, if any, to which deduction shall be remitted. Delays in the supply of materials to the contractor will not be admitted as a ground for the remission of deductions, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials. Provided that in the latter event, and unless the contractor within six (6) weeks from the due date of delivery, resumes supplies as provided for in these conditions, Government without prejudice to its rights under conditions 22 and 23 hereof, shall be entitled to hold the contractor responsible for damages incurred by Government as a result of the delays referred to in this conditions.
  
22. Should the contractor fail to effect delivery in whole or in part, within one month from the expiration of the period stipulated in the contract without the previous permission of the Director of Contracts or the Head of Department concerned in the case of a contract awarded by the Head of Department the contract shall be deemed to have been abandoned in which case the contractor shall be liable to pay a penalty of 10% of the value of the undelivered goods calculated on the basis of the contract sum in addition to any compensation which may be due for damages.
  
23. Late delivery or failure to effect delivery shall at any time entitle the Government to dissolve 'ipso jure' the contract and, in case of such dissolution, the liquidated damages which shall never exceed the full value of the contract shall be computed up to the date of the communication to the contractor of the Government's decision to terminate the contract.

24. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the contractor should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the contractor's progress fall below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the contractor may have incurred for slow monthly progress.
25. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment or part thereof, which in his opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and on contractor's account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Head of Department.
26. The name and address of the manufacturer and the country where the goods will be manufactured shall be furnished. Failure to give this information may involve non-consideration of the tender. Full specifications of the product offered shall be submitted.
27. Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any conditions thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of contract or the sum of Lm10, whichever is the greater, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
28. The Government is not bound to accept the lowest or any tender and is not bound to give reasons for the acceptance or rejection of a particular tender. Government may however, at its discretion, consider and accept a written request from an unsuccessful tenderer to be given the reasons for the non-acceptance of his tender.
29. The Government reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
30. The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.

31. The contractor shall within 7 days in the case of a local contractor, (15 days in the case of an overseas contractor) - such periods to commence from the date of the Letter of Acceptance - furnish the Bank Guarantee by a local Bank referred to in the form of tender amounting to 10% or as may be specified in the special conditions of any call for tenders.
32. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the Laws for the time being in force in Malta. Notwithstanding any other agreement or condition to contrary, in case of any disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.