

CT 2069/2008

Contracts Circular N° 24/2008

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

19 August 2008

Walking Shoes (Male and Female)

1. Heads of Department and Accounting Officers are hereby informed that the Contract for the ex-warehouse supply of Black Shoes to entitled male and female personnel in Government Departments and Parastatal Bodies has been awarded to the contractor shown below at the prices indicated. Prices are inclusive of all charges and taxes including 18% VAT.

Raymond Gatt
42 Pawlu Mifsud Street
Żebbuġ ŻBG 2813

Tel: 21461924
VAT: 1875 - 4533

(A) Male Walking Shoes Black

at €14.90 per pair 'Mila' Style for all sizes.

(B) Female Walking Shoes Black

At €19.80 per pair for all sizes

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Cont... Circ 24/2008

2. All shoes supplied are to be marked indelibly on the inside with the letters 'GM' and the size number.
3. Heads of Department are requested to ensure that the shoes supplied to them are of the same quality as samples submitted for testing and approved by the Malta National Laboratory, San Gwann. Shoes supplied are to be periodically submitted for testing at the above address quoting the laboratory reference number shown below:

Reg No. 190/08/1 for Male shoes and 190/08/2 for Female shoes.
4. This contract shall run from the date of this letter up to the 30 June 2009.
5. The attention of Heads of Department and Parastatal Bodies is drawn to Circulars OPM 100/87, MPO 38/96; and MPO 69/96 informing them of entitlements and frequency of issue regarding items of wear to entitled personnel.
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 usual "General Conditions of Contract for the Supply of Goods and Materials under a Running Period Contract."

F Attard
Director General (Contracts)

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SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF WALKING SHOES

Scope of Contract

1. This contract provides for the supply ex-local warehouse, inclusive of Value Added Tax, Customs Import Duty, ECO Contribution (if any) and other charges as applicable to Government Departments and Parastatal Bodies, Walking Shoes for messengers and other entitled personnel in accordance with these specifications and conditions. The attached General Conditions of Contract for the supply of goods and materials under a running (period) contract insofar as they are not inconsistent with the conditions in these specifications and conditions shall also apply.

Period of Completion

2. This contract shall run from the date of award up to the 30 June 2009. However, the validity of the contract may be extended for a further period of 3 months under the same terms and conditions.

3. Specifications

I Specifications re Male Walking Shoes

- a. uppers shall be made of leather. The shoes shall be leather lined throughout, including the tongue and should not contain any piping
- b. unit sole shall be made of special non-slip rubber compound material highly resistant to abrasion
- c. the colour shall be black
- d. the shoes shall have upper flaps for lacing
- e. the shoes shall be without exterior toe cap and shall be reinforced at toe area and counter
- f. the average thickness of the upper leather shall be not less than 1.3mm
- g. the force required to separate the uppers from the sole shall be not less than 30 kg
- h. the effective height at heel to be minimum 25mm.

II Specifications re Female Walking Shoes

- a. uppers shall be made of leather. The shoes shall be leather lined throughout, including the tongue and should not contain any piping
- b. unit sole shall be made of Special non-slip rubber compound material highly resistant to abrasion

- c. the colour shall be black
- d. the shoes shall be supplied without lacing
- e. the average thickness of the upper leather shall be not less than 1mm
- f. the average height at heel to be minimum 25mm.

Samples

- 4. A pair of each type of shoe which the tenderer proposes to supply is 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. Samples submitted by unsuccessful tenderers are to be withdrawn immediately they are informed that their offer has not been accepted, otherwise samples will be forfeited.

General Conditions

Prices

Tenderers shall quote a unit rate Euro for each item they offer to supply.

Tenderers are to quote for all items in the schedule, 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.

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.

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.

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.

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 the Economy and Investment unless the law permits us to.

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.

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.

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.

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 3rd June 2005. A copy of the relevant Part XIII of these regulations is being attached with this tender document.

Employment

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

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.

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.

Conditions of Employment

The Contractor undertakes to abide by the employment conditions as stipulated in the Employment and Industrial Relations Act, 2002 (Chap 452 of the Laws of Malta) and any relevant subsidiary legislation, at all times, and failure to do so may invalidate the contract.

Participation

Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country and any other country. All works, supplies and services must originate in one or more of these countries.

These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there, must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

These rules apply to:

- a) tenderers
- b) members of a consortium
- c) any subcontractors

Natural persons, companies or undertakings for whom the conditions set out in Article 49 of the Public Contracts Regulations, 2005 apply, may be excluded from participation in and the award of contracts. In this regard tenderers must fully complete and submit with their offer the attached statement shown at Annex I.

Tenderers or candidates who have been guilty of making false declarations 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 even of a repeat offence within five years of the first infringement.

To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

Rates

Tenderers are required to submit their offer in Euro and rates should include VAT, Eco-Contribution and all other charges / taxes as may be applicable on the closing date of the tendering period, as well as any other expenses. The tendered rates shall be fixed and no allowance will be made for any fluctuation or for any increase or decrease in the cost of labour and / or any other expenses.

However, and unless otherwise specified in the tender documentation, any tenderer may submit a bid in any other freely convertible currency. In such cases, the overall price shall, for evaluation purposes, be converted to Euro at the rate of exchange established by the Central Bank of Malta as applicable on the closing date of the tendering period. In the event that the bidder is awarded the contract, any payments deriving from the award will be honoured in the currency that is legal tender at the time of payment. Payments may also be made in the same currency quoted in the bid, provided that this is specifically requested at the time of bidding by the tenderer and that all expenses related to the application of the relevant exchange rate at the time of payment shall be borne by the successful tenderer.