

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

22 February 2007

Bottled Oxygen and Acetylene Cylinders

1. Heads of Department and Accounting Officers are requested to note that the contract for the supply, and delivery, as and when required, of bottled oxygen and acetylene, either in cylinders belonging to contractor or for filling only (acetylene) in cylinders belonging to the Government, has been awarded as follows:

A) PoliGas Ltd.
Hal Farruġ Road
Luqa LQA 05

Tel: 25585500
Fax: 25585599
VAT No. 1733-0405

at the rates shown hereunder, inclusive of 18% VAT

Item No.	Description	Rate per cylinder delivered inclusive of VAT, Customs Duty, Levy, ECO Contribution (if any) and other charges as applicable.
		Lm
1.	OXYGEN	
a.	In cylinders of 6 cubic metres capacity	*1.98,0
b	In cylinders of 10 cubic metres capacity	*3.30,0
3.	Filling of acetylene in Government owned 6 Kgs capacity cylinders as per clause 10 of the special conditions	14.16,0

*10c per cylinder is to be deducted for supplies ex-Poligas Ltd. warehouse.

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Cont. Circular 3/2007

The rental charge per cylinder for the first twelve months is Lm3.00. If a cylinder is lost or damaged beyond repair a charge of Lm59.00 shall be incurred. If a cylinder is returned with a lost or damaged cap, Lm1.18 will also be charged.

**B) M/S Multigas Ltd
Triq l-Industrija
Kirkop**

Tel: 21641113
Fax: 21647074
VAT No.: 1093-4530

at the rates shown hereunder. Prices are inclusive of 18% VAT.

Item No.	Description	Rate per cylinder delivered inclusive of VAT, Customs Duty, Levy, ECO Contribution (if any) and other charges as applicable.
		Lm
2.	ACETYLENE	
a.	In cylinders of 4Kgs capacity	9.44,0
b	In cylinders of 6 Kgs capacity	14.16,0
3.	Filling of acetylene in Government owned 6 Kgs capacity cylinders as per clause 10 of the special conditions	14.16,0

The rental charge per cylinder for the first twelve months is Lm2.50 net of VAT. Cylinders returned prior to the lapse of the first twelve months will be charged pro-rata.

- 2 Item 3 has been divided between the two contractors, therefore, orders made from the date of this Circular up to the 31st July are to be procured from Poligas Ltd and as from the 1st August till the 31st December 2007 orders are to be made with Multigas Ltd.

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Cont. Circular 3/2007

3. In view of the charges quoted above, user departments are to make sure that empty cylinders are returned to contractor without delay to obviate unnecessary expenses.
4. Payments to the above contractors are not to be made until further notice.
5. Accounting officers are to ascertain that payments due to contractors shall be effected by not later than 120 days from date of relative invoice. Consequently they are to ensure that funds are available before placing orders.
6. The contract shall run up to the 31st December 2007.
7. Heads of Departments are requested to ensure that the Oxygen and Acetylene cylinders supplied to them are fully in accordance with the attached specifications (particularly Clauses 6 and 8) and that the conditions of contract are adhered to.
8. Departments making use of this contract are to ensure that the weight of each Acetylene cylinder is equivalent to that specified in Clause 7 of the attached specifications. This can be achieved by the random check weighing of full and empty cylinders.
9. A copy of the specifications and conditions regulating this contract is attached.
10. 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)

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SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF BOTTLED OXYGEN AND ACETYLENE

Scope of Contract

1. This contract provides for the supply ex-warehouse inclusive of Value Added Tax, Customs Import Duty, Levy, ECO Contribution (if any) and other charges as applicable to Government Departments and Parastatal Bodies, as and when required, of bottled oxygen and acetylene - items 1 and 2 in cylinders belonging to tenderer and item 3 in Government owned cylinders as described in the attached schedule. 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.

SPECIAL CONDITIONS

Period of Completion

2. This contract shall come into operation on the 2 January 2007 and shall be terminated on the 31 December 2007. However the Government reserves the right to extend the contract for a further period of two (2) calendar months after the due termination date.

Quantities

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

Deliveries

4. The contractor shall supply the cylinders/gas upon receipt of requisition duly signed by the Head of Department within the time specified therein. Should the contractor fail to supply the cylinders/gas within two (2) days from the date of receipt of the relevant requisition, he shall be fined a penalty of Lm1 per day up to the day on which the supply is made, during which period the Government shall be entitled to obtain supplies from other sources at any cost on contractors account. Government will not accept liability for verbal orders and will not meet claims for any value thereof even though the materials may have been supplied and made use of by the Department concerned.

5. The Head of department shall have the power to reject any cylinder, should this not be in accordance with the specifications/sample submitted by contractor and approved by Government for award of contract.

SPECIFICATIONS

6. The oxygen cylinder shall be supplied with the capacity of 6 or 10 cubic metres as may be required by the Department concerned.
7. The acetylene cylinders shall contain the weights as indicated below at a temperature of 26.6°C and 760mm pressure:-

4 Kg cylinders:	weight to range from 3.94 Kgs to 4.58 Kgs.
6 Kg cylinders:	weight to range from 5.76 Kgs to 6.88 Kgs.
8. The cylinders are to be marked in accordance with the Safety Measures prescribed in the relative BSS and should have a different thread fittings (left hand with notched nuts) from cylinders containing non-combustible gases.
9. Tenderers are to quote a rate for the supply of gases ex contractor's warehouse only; the cylinders are to be collected and returned by the Departments concerned. Furthermore, tenderers are to quote the rental dues to be charged to Government Departments for the loan of the cylinders.
10. Since Government has available a considerable number of 6 Kgs capacity acetylene cylinders, contractor shall, as and when required, fill these at the price quoted for the gas in question vide-item 3 in the schedule.

GENERAL CONDITIONS

Prices

11. Tenderers shall quote a unit rate in Maltese currency for each cylinder. Prices shall be inclusive of Value Added Tax, Customs Import Duty, Levy 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.
12. The Head of Department or his representative reserves the right to inspect the material at the Contractor's warehouse.
13. 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.

14. Appeals Board

This tender is being published and awarded subject to the appeals 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.

15. Interpretation of Correction of Tender Documents

- a. Tenderers shall promptly notify the Director of Contract 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 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.

16. 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.

17. Data Protection Clause

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 organisation, and will not be disclosed or copied without your consent to anyone outside the Ministry of Finance unless the law permits us to.

18. Payment

The payment terms referred to under the relative clause of the General Conditions particular to this tender states that payment shall be effected within a reasonable period of 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 payments for goods delivered or services rendered 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.

19. 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 Contracts Department's Website:- contracts.gov.mt

20. 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.