

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

06 February 2009

STARTER BATTERIES 2009

1. Heads of Department and Accounting Officers are hereby informed that the contract for the supply ex-warehouse of Starter Batteries to Government Departments and Parastatal Bodies, as and when required, has been placed with the contractor shown below for the items and at the prices indicated on the attached schedule. Prices are inclusive of all charges and taxes including VAT at 18% and ECO contribution.

Fal-Con Ltd
40-45 Mdina Road
ŻEBBUĠ
Malta

Tel: 21464939
VAT No. 1248-3707

2. The Batteries supplied by this contractor are to be of the AP ACTIVA Brand. as follows:
3. Payments are not to be made until further notice.
4. This contract shall run up to the 31 December 2008.
5. Heads of Department are requested to ensure that the batteries supplied are of the Brand names as mentioned above and as per type code indicated against each item.
6. User departments are to note that the batteries under Items 2, 4, 8, 9 and 11 are earmarked for use by the Police department only. Furthermore clauses 5, 6, 11, 13 and 14 of the special conditions are to be fully adhered to.
7. A copy of the specifications and conditions regulating this contract is attached.
8. 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)

The Schedule
Schedule 'A' - Standard Sizes

Item N°	Volts	Approx A/H	Type (*)	Reserve Cap- Rating	Cranking Performance Rating	Rate each ex-warehouse inclusive of VAT, Customs Duty, and other charges as applicable €
1	12	48	A	210/70	9.24	44.50
2	12	60 (sealed)	A	320/96	8.87	68.00
3	12	60	B	320/96	8.87	55.00
4	12	70	A	360/120	8.75	64.00
5	12	70	B	360/120	8.75	62.50
6	12	75	A	400/126	8.75	67.00
7	12	75	B	400/126	8.75	75.00
8	12	90	A	440/169	8.88	83.00
9	12	90	B	440/169	8.88	89.00
10	12	115 (sealed)	B	510/175	9.24	129.00
11	12	115	B	510/175	9.24	93.00
12	12	120	A	520/180	8.80	116.00
13	12	120	B	520/180	8.80	129.00

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.../ cont. Schedule A

Item N°	Volts	Approx A/H	Type (*)	Reserve Cap- Rating	Cranking Performance Rating	Rate each ex-warehouse inclusive of VAT, Customs Duty, and other charges as applicable €
14	12	125	B	520/180	8.80	119.90
15	12	125 (L)	B	520/180	8.80	118.20
16	12	135	B	630/300	8.00	129.00
17	12	150	B	710/320	8.00	133.00
18	12	170	B	760/330	8.40	152.00
19	12	180	B	800/350	8.85	157.00

Note: (*) Type 'A' for spark ignition engines
Type 'B' for compression ignition diesel engines
(**) Vide clause 3 of the special conditions

The Schedule
Schedule 'B' - Special Sizes

Item N°	Volts	Approx. A/H	Type (*)	Size of Containers	Reserve Cap. rating	Cranking Performance Rating	Rate each ex- warehouse inclusive of VAT, Customs duty, and other charges as applicable €
20	12	60	A	24cmX29cmX18cm	320/96	8.87	67.00
21	12	48	A	19cmX12.5cmX20.5cm	210/70	9.24	49.00
22	12	115	B	40cmX18cmX21cm	510/175	9.24	93.00
23	12	125 (long)	B	51cmX19cmX20cm	520/180	8.80	129.00

Note: (*) Type 'A' for spark ignition engines
Type 'B' for compression ignition diesel engines
(**) Vide clause 3 of the special conditions

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF STARTER BATTERIES

Scope of Contract

1. This contract provides for the supply, ex-contractor's store inclusive of Value Added Tax, Customs Import Duty, ECO Contributions (if any) and other charges as applicable to Government departments and parastatal bodies as and when required, of Starter Batteries 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. Batteries are mainly to be used for engine starting and other electrical loads principally in automobiles driven by internal combustion engines.

SPECIAL CONDITIONS

Period of Completion

- 2.i. This contract shall run from the 02 January 2009 and shall terminate on the 31st December 2009. However the validity of contract may be extended for up to two consecutive calendar months after the 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 the whole quantity shown and Government would not by doing so be held liable to any damages or other costs whatsoever.

Certificates

4. An authentic manufacturer's test certificate (in English) showing that the batteries being offered comply with the norms indicated in clause 7 is to accompany the tender. The testing and date of such test certificates should not be older than 24 months from the closing date of the tender. Failure to comply with this condition before the closing date and the time fixed for the submission of the tender will invalidate the tender.

Deliveries

5. The batteries shall be supplied in the quantities requisitioned from time to time within the time limit indicated on the requisition which shall not be less than twenty-four (24) hours and not more than six (6) days. 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.
6. The Head of Department shall have the power to reject any battery should it not be to his satisfaction or should this not be in accordance with the specifications/sample submitted by contractor and approved by Government for award of contract.

SPECIFICATIONS

7. The batteries shall be suitable for use in a tropical climate and shall conform to British Standard specification: BS EN 60095 - 1,2 : 1993 or an equivalent European standard.
8. Battery capacities shall be in accordance with the attached schedules whilst where non-standard size batteries are required, sizes shall be as indicated in schedule 'B'.
9. Battery poles shall be as per figure 4 in the British Standard BS EN 60095 - 2: 1993, that is, they shall be of the taper type.
10. TENDERERS MUST GIVE THE RESERVE CAPACITY AND CRANKING PERFORMANCE RATING OF EACH TYPE OF BATTERY BEING OFFERED. NON-COMPLIANCE WITH THIS CLAUSE WILL INVALIDATE THE OFFER.
11. The successful tenderer shall guarantee the batteries for a period of two years from the date of installation on the plant or vehicle. It is to be noted that the guarantee clause in respect of only items 2 and 11 is to be modified to read one year. This guarantee shall apply also to batteries which have been in storage for a period not exceeding their recommended shelf life.
12. Tenderers are to note that the batteries supplied under items 2 and 11 besides conforming with the norms mentioned above are to be suitable for vehicles incorporating:
 - a) the operation of one, two or four module emergency beacon lights
 - b) a siren up to 100 Watts
 - c) vehicle radio system
 - d) Datatrak system

Furthermore:

Item 11 would cater for a medium to large sized vehicles operating a four module beacon light, radio and Datatrak system and a siren.
13. If the quality of performance of any of the batteries supplied under this contract is not up to the required standard, the Government may deem the contract to have been abandoned. Without prejudice to the provisions of Clause 13 of the General Conditions of Contract, the government may in such an event obtain the required batteries from any source, local or over-seas, at contractor's expense.
14. The batteries shall be filled with electrolyte and fully charged according to the manufacturers specification for filling and charging batteries. Should any battery fail before the termination of the guarantee period the battery shall be replaced or repaired by the contractor free of charge within six (6) days from that on which notice is given to the contractor of the failure of the battery. The contractor shall indelibly mark the battery with the date on which it is withdrawn, and with the letters 'G.M.'. Failure to comply with this condition will entail a penalty of €50 (Fifty euros) in respect of each battery not so marked.