

CT 2403/2006

Contracts Circular N° 46/2006

Department of Contracts
Notre Dame Ravelin
Floriana

To Heads of Department
and Parastatal Bodies

1 December 2006

VARIOUS PAINTS AND VARNISH

1 Heads of Department and Accounting Officers are requested to note that the contracts for the supply and delivery of various paints and varnish to Government Departments and Parastatal Bodies, as and when required, have been placed with the contractors shown below at the prices and for the brands indicated on the attached Schedule. Prices are inclusive of all charges and taxes including 18% VAT.

a) M/S K3 Co Ltd
BTI Bulebel Industrial Estate
Żejtun

Tel: 21693633
VAT: 1073 - 9502

b) M/S S & R (Ħandaq) Ltd
Ħandaq Road
Qormi
Malta

Tel: 21499042
VAT: 1008 - 5012

c) M/S Hempel's Marine Paints (M) Ltd
KW 29 Corradino Ind. Estate
Paola

Tel: 21822268
VAT: 1084 - 0032

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2. Payments to the above contractors are not to be made until further notice.
3. This contract shall run from 2nd January 2007 and terminates on the 31 December 2007.
4. The specifications and conditions regulating this contract are attached. Strict adherence to the contract conditions particularly Clauses 5, 13, 15 and 16 of the attached Specifications and Special Conditions is recommended.
5. This contract is also governed by the usual "General Conditions for the Supply of Goods and Materials under a Running Period Contract."

A. Cachia
f/Director General (Contracts)

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The Schedule – Various Paints and Varnish

Item No.	Description of Paint	Tin Size	Contractor	Price per Tin Delivered inclusive of all charges and taxes Lm	Brand
1.	Plastic Emulsion	Tins X 5 ltrs			
1.1	Magnolia		K3 Co. Ltd.	2.13,0	K3
1.2	White		K3 Co. Ltd.	2.13,0	K3
1.3	Light Cream		K3 Co. Ltd.	2.13,0	K3
1.4	Pale Green		K3 Co. Ltd.	2.13,0	K3
2.	Paint Enamel, High Gloss	Tins X 5 ltrs			
2.1	Ivory		S&R Handaq Ltd	5.31,0	Jaxa
2.2	White		S&R Handaq Ltd	5.31,0	Jaxa
2.3	Black		S&R Handaq Ltd	4.60,0	Jaxa
2.4	Mist Grey		S&R Handaq Ltd	5.31,0	Jaxa
2.5	Green		Hempel (Malta) Ltd	5.70,0	Hempalin
		Tins X 2.5 ltrs			
2.6	Ivory		S&R Handaq Ltd	2.87,0	Jaxa
2.7	White		S&R Handaq Ltd	2.87,0	Jaxa
2.8	Black		S&R Handaq Ltd	2.51,0	Jaxa
2.9	Mist Grey		S&R Handaq Ltd	2.87,0	Jaxa
2.10	Green		Hempel (Malta) Ltd	3.13,0	Hempalin
3.	Undercoat for use with Enamel Paint	Tins X 5 ltrs			
3.1	Ivory		S&R Handaq Ltd	4.60,0	Jaxa
3.2	White		S&R Handaq Ltd	4.60,0	Jaxa
3.3	Black		S&R Handaq Ltd.	3.66,0	Jaxa
3.4	Green		S&R Handaq Ltd.	4.68,0	Jaxa
		Tins X 2.5 ltrs			
3.5	Ivory		S&R Handaq Ltd	2.51,0	Jaxa
3.6	White		S&R Handaq Ltd	2.51,0	Jaxa
3.7	Black		S&R Handaq Ltd	2.29,0	Jaxa
3.8	Green		S&R Handaq Ltd.	2.36,0	Jaxa

The Schedule – Various Paints and Varnish

4.	4.1	Red Oxide Primer	Tins X 2.5 litres	Hempel (Malta) Ltd	2.40,0	Hempalin
	4.2		Tins X 5 litres		4.24,0	
5.	5.1	Zinc Phosphate	Tins X 2.5 litres	Hempel (Malta) Ltd	3.54,0	Hempalin
	5.2		Tins X 5 litres		Hempel (Malta) Ltd	
6.	6.1	Primer Wood non-toxic leadless	Tins X 2.5 litres	Hempel (Malta) Ltd	3.54,0	Hempalin
	6.2		Tins X 5 litres		Hempel (Malta) Ltd	

Item 7 – Varnish was not awarded. Procurement for this item is to be made from the open market after obtaining quotations.

SPECIFICATIONS AND CONDITIONS FOR THE SUPPLY OF VARIOUS PAINTS AND VARNISH

Scope of Contract

1. This contract provides for the supply and delivery to Government Departments and Parastatal Bodies, as and when required, of Various Paints and Varnish in accordance with the attached Specifications A, B, C, D, E, F and G. 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. Prices quoted are to be inclusive of Value Added Tax, Customs Import Duty, Levy ECO Contribution (if any) and other charges as may be applicable.

Period of Completion

2. This contract shall run from the 2 January 2007 and terminates on the 31 December 2007. However the Government reserves the right to extend the contract for further periods each of two calendar months after the due termination date provided such extension collectively do not exceed six months. Any extension beyond this six month period will be subject to mutual agreement.

Quantities

3. The quantity shown on the schedules is only indicative and where necessary may be exceeded or reduced. However 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 cost whatsoever.

Deliveries

4. A supply shall only be made against a written Requisition or Order from the Head of Department concerned or his representative and the material shall be delivered within the time specified. 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.
5. 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/test certificates submitted and approved by Government for award of contract.

General Conditions

6. The tenderer shall furnish with his tender the following information in respect of every brand of paint he proposes to supply:-
 - a. a shade card showing in particular the colour and shades as well as the relative standard specified in the schedule;
 - b. a detailed manufacturer's specifications;
 - c. full descriptive literature;
 - d. name of manufacturer and country of origin;
 - e. brand of the paint;
 - f. the net contents in metric volume;
 - g. the warnings or advice and directions for use as appropriate.
7. Tenderers shall quote a unit rate in Maltese Currency for each tin (as directed on schedule) all charges paid inclusive of Value Added Tax, Customs Duty, Levy, ECO Contribution (if any) and other charges as applicable for delivery to site/departments of the material being offered. Moreover the successful bidder shall be bound to conform in all respects with VAT legislation and regulations.
8. The Head of Department or his representatives reserves the right to inspect the material at the Contractor's warehouse.
9. **Interpretation of 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 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.
10. **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.

Appeal Board

11. This tender is being published and awarded subject to the appeals procedure as set forth in Legal Notice No. 177/2005 published in the Government Gazette No. 17775 dated 3rd June 2005. A copy of the relevant Part XIII of these regulations can be found in Page XIV of the Standard Tender Forms.
12. 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.
13. 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

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

15. **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. The 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 payment 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.

16. **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 viewing the Department's Website:- www.contracts.gov.mt

17. 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.

GENERAL SPECIFICATIONS

Test Certificates

18. Samples are not required. However prospective tenderers are to furnish with their offers an authentic test certificate (in English) issued by an independent laboratory confirming that the paint being offered is manufactured and complies fully with the specifications/standards indicated on the tender document. The testing and date of such certificates should not be earlier than two years from the closing date of the tender. Failure to comply with this condition will automatically invalidate the tender.
19. The successful tenderer shall ensure that the paint supplied under this contract shall be fully in accordance with the specifications indicated and not inferior in any way to the Standards quoted and the test certificates reports submitted with tender.

Keeping quality

20. The paint shall be such that, if stored in its original sealed container under a normal temperature conditions for Malta, it will retain its specified properties for a period of not less than twelve (12) months from date of delivery.

Composition

21. The choice of pigments thinners and binder is left to the discretion of the manufacturer but it is subject to approval by the Government.

Containers

22. The paint shall be supplied in sound, clean and dry containers (in the capacity indicated by Department on supply order) strong enough to withstand normal usage and shall be adequately sealed to prevent leakage and contamination of contents during handling and transportation.

Labelling

23. The containers shall each be legibly and durably marked with the appropriate designation of the paint, including the type, colour, a distinctive lot of batch number, and the manufacturer's name or recognised trade mark, as well as direction for use and the letters "GM".

Colour

24. The colour shall be as agreed between the supplier and the Government. The paint shall be manufactured such that the colour from different batches shall match and shall show no visible colour difference to the human eye.

A. SPECIFICATIONS FOR PLASTIC EMULSION PAINT

Conditions in Container

1. The paint shall not have an irritating or offensive odour and if any separation of liquid has taken place, the depth of the upper layer shall not exceed 5% of the total depth of the contents of the container.

Volatile Content

2. The volatile matter present in the paint shall not exceed 50% by weight when the paint is tested by the method described in ISO 3251.

Reducibility with Water

3. When reduced with water according to the manufacturer's instructions for roller, brush or spray application, the paint shall mix readily with a minimum amount of foaming to a smooth and homogeneous state. After the well mixed and reduced paint has been stored for 72 hours at $25 \pm 2^\circ\text{C}$, it shall show no sign of instability of the emulsion. The paint shall readily re-mix to a smooth, uniform state suitable for roller, brush or spray application.

Freedom from Coarse Particles

4. When tested the paint shall not leave a residue of more than 1% by weight on a sieve of nominal aperture size 75 μm .

Consistency

5. When tested, the paint shall have a consistency laying between 200 and 425 Krebs Stormer grams at a shearing rate of 200 revolutions per minute when measured at a temperature of $25 \pm 0.5^\circ\text{C}$.

Drying Time

6. The paint as supplied shall dry to a suitable condition for recoating within two hours at $25 \pm 2\% \text{C}$ and $70 \pm 5\%$ relative humidity.

Flexibility and Adhesion

7. Flexibility and Adhesion shall be tested as described on ISO 1519 and ISO 1520 using a 50um applicator. The paint applied on burnished tinplate of 0.3mm nominal thickness and air dried for 48 hours. A 6mm diameter mandrel shall be used for the bend test and an indentation depth of 5mm applied for the cupping test.

Hiding Power

8. The hiding power of the paint after applying by brushing two successive coats of paint diluted according to the manufacturer's instructions shall be good and shall have a contrast ratio of at least 90% when tested as described in BS3900.

Brushing Roller Application & Recoating Properties

9. When reduced with water according to the manufacturer's recommendations, the paint shall spread well when brush-applied and not splatter when applied by roller. The dry paint shall exhibit no floating, cracking, flaking, sagging, pitting, catering, curling, lifting of the underlying coats or any other undesirable, film characteristics.

Resistance to Washing

10. Forty eight hours after the application of the two successive coats of paint diluted according to the manufacturer's instruction, the paint film shall not show signs of removal.

Colour

11. The colour shall be as agreed between the supplier and the purchaser. The paint shall be manufactured such that the colour from different batches shall match and shall show no visible colour difference to the human eye.

B. SPECIFICATIONS FOR READY MIXED GLOSS ENAMEL PAINT

Condition of Container

1. The paint shall be free from surface skin, it shall not have jellied, its settling shall be soft and there shall be no foreign matter present.

Fineness of Grind

2. The fineness of grind, when measured by the method described in BS 3900 shall not be more than 30um.

Brushing Properties and Appearance

3. The paint shall on application flow and spread well and shall show no excessive pull under the brush. The paint film shall be free from sags and runs, shall show no brush marks, flotation of the pigment, streakness, joint lapping, flashing or any other undesirable film characteristics.

Consistency

4. When tested by the method described in A.S.T.M. specification D 562 - 55, the paint shall have a consistency of 100 - 190 Krebs Stormer grams at a shearing rate of 200 revolutions per minute when measured at a temperature of $25^{\circ} \pm 0.5^{\circ}\text{C}$.

Drying Time

5. The paint shall be in such a condition that when tested by the method referred to in ISO 9117 and BS 3900 shall become surface dry in not more than 8 hours and through dry in not more than 24 hours.

Opacity

6. The opacity of the film, prepared and tested by the method described in BS 3900/D4 using a block applicator of 120um shall have a contrast ratio of at least 88%.

Gloss

7. When tested by the method described in BS 3900/D5 using a 120um block applicator the paint shall have a gloss of not less than 75 UNITS at 20° geometry.

Flexibility and Adhesion

8. Seven days after application, using a mandrel 6.0mm diameter, the paint applied using a 50um applicator shall not crack or lose adhesion when tested by the methods described in ISO 1519 and ISO 1520. An indentation depth of 5mm shall be applied for the cupping test.

Resistance to Abrasion

9. The paint applied using a 50um block applicator shall resist removal after scrub-tested under a load of 500g - 550g, using a polyimide filled brush as supplied with the Sheen Scrubtester 90316 scrub-testing apparatus.

Colour Uniformity

10. The colour shall be as agreed between the supplier and the purchaser. The paint shall be manufactured such that the colour from different batches shall match spectrally and shall show no visible colour difference to the human eye.

C. SPECIFICATIONS FOR UNDERCOAT FOR ENAMEL PAINT

Condition in Container

1. The paint shall be free from surface skin, it shall not have jellied, its settling shall be soft and there shall be no foreign matter present.

Fineness of Grind

2. The fineness of grind, when measured by the method described in BS 3900 shall not be more than 60um.

Brushing Properties and Appearance

3. The paint shall on application flow and spread well and shall show no excessive pull under the brush. The paint film shall be free from sags and runs, shall show no brush marks, flotation of the pigment, streakness, joint lapping, flashing or any other undesirable film characteristics.

Consistency

4. The paint shall have a consistency of 180 to 280 Krebs Stormer grams at a shearing rate of 200 revolutions per minute when measured at a temperature of $25 \pm 0.5^{\circ}\text{C}$.

Drying Time

5. The paint shall be in such a condition that when tested by the method described in ISO 9117 and BS 3900, shall become surface dry in not more than 5 hours and through dry in not more than 16 hours.

Opacity

6. The opacity of the film, prepared and tested by the method referred to in BS 3900/D4 using a block applicator of 120um, shall have a contrast ration of at least 80%.

Gloss

7. When tested by the method described in BS 3900/D5 using a 120um block applicator the paint shall have a gloss of not more than 20 UNITS at 60° geometry.

Flexibility and Adhesion

8. Seven days after application, using a mandrel 6.0mm diameter, the paint applied using a 50um applicator shall not crack or lose adhesion when tested by the methods described in ISO 1519 and ISO 1520. An indentation depth of 5mm shall be applied for the cupping test.

Resistance to Abrasion

9. The paint applied using a 50um block applicator shall resist removal after scrub-tested under a load of 500g-550g, using a polyimide filled brush as supplied with the Sheen Scrubtester 90316 scrub-testing apparatus.

Colour Uniformity

10. The colour shall be as agreed between the supplier and the purchaser. The paint shall be manufactured such that the colour from different batches shall match spectrally and shall show no visible colour difference to the human eye.

D. SPECIFICATIONS FOR RED OXIDE PRIMER

Composition

1. The composition of the primer shall be as indicated in the table below:

Primer	Pigment	Resin	Solvent
Red Oxide	Min. 45%	Min. 25%	Max. 30%

Conditions in the Container

2. The primer in freshly opened container shall, on receipt, be free from skins, shall no livering, instability or caking and shall mix readily to a homogeneous state.

Consistency

3. The consistency of the primer shall be 140 to 250 Krebs Stormer grams when measured at a shearing rate of 200 r.p.m.

Brushing Properties and Appearance

4. The primer shall brush easily and the resultant film shall be uniform and free from roughness and grit. It shall show no running or sagging tendencies and not more than slight brush marks.

Drying

5. The paint shall become surface-dry within 4 hours and through dry within 16 hours when tested by methods referred to in ISO 9117 and BS 3900.

Flexibility and Adhesion

6. Seven days after application, using a mandrel 6.0mm diameter and 50um block applicator, the paint shall not crack or lose adhesion, when tested by the methods described in ISO 1519 and ISO 1520. An indentation depth of 5mm shall be applied for the cupping test.

Resistance to Salt Spray

7. When subjected to a salt spray test for a period of 100 hours, there shall be no blistering, wrinkling or loss of adhesion of the film and no corrosion of the panel either visible or under the film.

Storage

8. The articles supplied when stored at normal room temperature in the original sealed containers shall retain the properties detailed above for a period of not less than twelve (12) months.

E. SPECIFICATIONS FOR ZINC PHOSPHATE PRIMING PAINT

Composition

1. The composition of the paint shall be as shown below:

Pigment	44% minimum
Resin	24% minimum

The pigment shall contain a minimum of 44% zinc phosphate as ZN3 (PO4) 22H20.

Conditions in Container

2. The paint in freshly opened container shall be free from skins, shall show no livering, instability or caking and shall mix readily to a homogeneous state.

Consistency

3. The consistency of the paint shall be 140 to 250 Krebs Stormer grams when measured at a shearing rate of 200 r.p.m.

Colour

4. The colour of the paint shall be flat green.

Brushing Properties and Appearance

5. The paint shall brush easily and the resultant film shall be uniform and free from roughness and grit. It shall show no running or sagging tendencies and not more than slight brush marks.

Drying

6. The paint shall become surface-dry within 4 hours and through dry within 16 hours when tested by methods referred to in ISO 9117 and BS 3900.

Flexibility and Adhesion

7. Seven days after application, using a mandrel 6.0mm diameter, and a 50um block applicator, the paint shall not crack or lose adhesion when tested by the methods described in ISO 1519 and ISO 1520. An indentation depth of 5mm shall be applied for the cupping test.

Resistance to Salt Spray

8. When subjected to a salt spray test as laid down in BS 3900 Part F4 for 100 hours to steel panels coated with the paint using a 50um block applicator and air dried for 7 days, there shall be no blistering, wrinkling or loss of adhesion of the film and no corrosion of the panel either visible or under the film.

F. SPECIFICATIONS FOR WOOD-PRIMER

1. The wood-primer non-toxic leadless paint is to be manufactured to B.S.5358:93 or an equivalent standard.
2. The maximum permissible lead content of the primer should not exceed 1%.
3. Tenderers offering to supply wood-primer are to produce with their offer a certificate (in English) as to the non-toxicity of the paint.