Building Maintenance

Request for Quotation for Repairs to Salem Clinic

October 2025

green connected & THRIVING
MINISTRY OF BUILDINGS, UTILITIES, INFRASTRUCTURE, LABOUR & TRANSPORTATION

P O BOX 344, BRADES, MONTSERRAT, W I
◈ Tel: (664) 491-2521/2522 ◈ Fax: (664) 491-6659 ◈ E-mail: mcw@gov.ms

October 9th 2025

Dear Interested Bidders,

Re: "RFQ for Repairs to Salem Clinic"

The Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs (BUILTE) is inviting interested bidders to submit a Quotation for Repairs to Salem Clinic.

The RFQ pack consist of the following documents:

1. Instructions and Guidance Notes
2. Description of the Works
3. Quotation Evaluation Criteria
4. Form of Quotation
5. Bill of Quantities
6. Anti-collusion Certificate
7. Quotation Document Checklist
8. Form of Contract Agreement
9. Specifications
10. Drawings

Please read Instructions to Bidders before completing and submitting quotes. Failure to read and follow the information within the Instructions to Bidders may result in quotations being deemed non-compliant and rejected.

A site meeting is arranged for **Tuesday, 14th October 2025** at **10:00 AM at Salem Clinic.**

Any queries relating to the quotation or works included should be made in writing to Mr. Felix Persaud, Acting Director of PWD at persaudf@gov.ms no later than **4:00pm on Friday, 17th October 2025.**

Quotes are to be received no later than **3:00 PM on Wednesday, 22nd October 2025**.

1. Instructions and Guidance Notes

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.

2. Bidders are to submit the documents listed under Administrative Compliance, section 3.1 below**.** Failure to fully submit these documents **will** lead to their bid becoming non-compliant and rejected.

3. The bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Quotations received with improper tax compliance certificates would be rejected.

4. All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information, please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.

5. The bidder will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.

6. Bidders are required to provide all documents or information requested as part of the Quotation.

7. Bidders will be expected to contact the utility companies to ensure that the proposed works do not disrupt any of the services. Bidders are responsible for repairing any damages incurred to any of the utilities during the completion of the works. **If this is applicable.**

8. All bids will be arithmetically checked; any errors will be brought to the bidder's attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.

9. The Employer is not bound to accept the lowest quotation and has the right to accept and reject any quotation.

10. Submitting a Quote

10.1 There are **2 OPTIONS** available for submitting a Tender:

10.2 Electronic submissions can be submitted via the myTenders Portal at https://www.mytenders.co.uk/

10.3 If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

10.4 **Hard copies** can be submitted by hand – Please follow the instructions set out below.

10.5 **Hard copies can be submitted by hand – Please follow the instructions set out below;**

10.6 **Submitting a hard copy of your quotation:**

10.6.1 You will need two plain envelopes for the Quotation submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Tenderer, Supplier) on this envelope.
2. Write the name of the project and the address on the envelope as written below:

Bidder Name (Your Company Name if applicable or Your Name)
RFQ for Repairs to Salem Clinic

Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs
P.O. Box 344, Brades, Montserrat, MSR1110

3. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Quotation return.

RFQ for Repairs to Salem Clinic
Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs
P.O. Box 344, Brades, Montserrat, MSR1110

***NB: Envelope 2 must not have the Bidders name on it or any other markings.** Envelopes are to be taken to the top floor of the Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation building where the bidder would place their quotation in the Tender Box and be given a receipt after this is completed. **Late quotations will not be accepted and if, inadvertently accepted, will not be considered.**

2. Description of the Works

- Repairs to block walls and columns; Fabrication and installation of wooden hurricane shutters; installation of new plastic guttering and downpipes; exterior and partial interior painting of Salem Clinic.

3. Quotation Evaluation Criteria

The following evaluation criteria will be used to evaluate quotations received in response to this Invitation to Quotation. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed non-compliant. Subsequent to passing the Administrative Compliance **quotes must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	**Weight (%)**
Administrative Compliance	PASS/FAIL
Technical Criteria	
Technical Compliance & Bidder's Experience	40
Financial Proposal	
Financial Compliance	60
Total	**100**

Quotations that fail to meet the above qualifying score will be rejected and not considered for award of contract.

3.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested below.

- Completed and Signed Form of Quotation (**Including time for completion and notice period**)
- Completed and Signed Anti-Collusion Statement
- A valid Tax Compliance Certificate (if locally based)
- Completed Bill of Quantities
- Details of Contractor Experience

Bidders must submit all the documents requested in the **Quotation Document Checklist** at **(Section 7**) provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. The accurate and whole submission of these documents fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where **all** of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above-mentioned items were not submitted, then the Quotation would be deemed non-compliant and rejected.

3.2 Technical Compliance & Experience (40%)

Adherence to technical specification is paramount. Prospective bidders need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this quotation with a value of a minimum $20,000.00 for material and labour and a minimum value of $8,000.00 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective bidders can submit award letters for works in lieu of the above-mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from bidders.

Start Date or Date of Award	Description of Works	Name of Client	Price of Contract	Date Completed

3.3 Financial Compliance (60%)

Bidders must complete the Form of Quotation and the Bill of Quantities and return them with their quotation submission. The quoted price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any quotation. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from quotes received and the Internal Estimate.

4. Form of Quotation

The Permanent Secretary,
Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation
and Ecclesiastical Affairs
Brades
Montserrat

Dear Sir/Madam;

RFQ for Repairs to Salem Clinic

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract, Specifications for the sum of:

EC$ ……

(words)……..……

……

If my/our quotation is accepted, I/We undertake to commence the Works within ____ **days** from the date of receipt by me/us of the official order and complete the works within ____ **days** from the date of receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this quotation.

I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this Quotation.

Name……

Signed……...

Name of firm……

Address……

……..

Tel. nr……...

Fax nr……...

Date……...

Email……...

5. Bill of Quantities

Repairs to Salem Clinic					
Item	**Description**	**Units**	**Quantity**	**Rate**	**Total**
1.00	**Preliminaries**				
1.1	Include for contractor's mobilization/demobilization and for employees' insurance. Contractor shall be responsible for ensuring a safe working environment and proper protection of the works during construction.	item			
2.00	**Repairs to Cracks on Concrete Members**				
	Each of the following items consists of cracks of maximum length of 2 metres or clusters of cracks spanning a maximum area of 1 square metre.				
2.1	**Columns**				
2.11	Chisel the column along the crack line to remove all loose material. Flush the area to clean it thoroughly. Store debris for later disposal. Scrub any uncovered reinforcement with a wire brush and apply anticorrosive treatment to exposed rebars. Apply a layer of bull bond bonding agent, followed by a layer of thinset/cement-sand mortar mixture and reinforced with 25mm x 25 mm aluminium mesh and screws, followed by a second application of cement /sand mortar (1:3) mixed with an appropriate appropraiate proportion of thinset. (See picture in figure 2)	nr	4.0		
2.20	**Cracks on Blockwall**				
2.21	**CRACKS ON BLOCKWALL (Location: Building Exterior)**	nr	10.0		
	Chisel out, wire brush and flush cracks with water to clean thoroughly, apply bull bond bonding agent before finishing with cement sand mortar (1:3) mixed with an appropriate proportion of thinset. (*See pictures in* figures 1 & 1.1)				
2.22	**CRACKS ON BLOCKWALL (Location: Building Interior, Bathroom Wall)**				
	Chisel out, wire brush and flush cracks with water to clean thoroughly, apply bull bond bonding agent before finishing with cement sand mortar (1:3) mixed with an appropriate proportion of thinset. (See picture in figure 4)	nr	2.0		
3.00	**Replacement of Hurricane Shutters**				
3.1	Carefully remove broken hurricane shutters. Include also for the removal of the hinges, slide bolts and for the subsequent disposal of the debris to the New Winward land fill site. (See pictures in figures 3 & 3.1)	nr	4.0		
3.2	In accordance with photographs provided in figures 3 & 3.1, supply material and labour to construct wooden hurricane shutters with 4 no. 2" x 4" x 3'-0" HW frames, 4 no.1" x 8" x 2'-4" HW vertical panels and 5 no. 1" x 4" x 2'-4" HW battens, three (3) horizontally and two (2) vertically fastened behind panels. Include for two (2) hinges and two (2) stainless steel slide bolt locks for each shutter.	nr	4.0		
4.00	**Painting of Salem Clinic (Paint to be Provided by Contractor)**				
4.10	**External Hollow Concrete Block Wall Surfaces**				
4.11	Strip existing hollow concrete block walls of paint to prepare surface for application of new paint.	item	1.0		
4.12	Apply sealant to key areas on all external block wall surfaces (advised by the MBUILT's Architect)	sq. ft	950.0		
4.13	Apply 2 # coats of 'Weather Barrier', semi-gloss, water-based paint on prepared surface (colour to be specified by the MBUILT's Architect)	sq. ft	950.0		
4.20	**Internal Hollow Concrete Block Wall Surfaces**				
4.21	Strip existing hollow concrete block walls of any paint of sealed area and prepare surface for application of new paint.	Item	1.00		
4.22	Apply 2# coats of acrylic semi-gloss, water-based paint on prepared surface (colour to be specified by the MBUILT's Engineer/Architect).	sq. ft	60.00		
	Subtotal Caried Forward				

Item	Description	Units	Quantity	Rate	Total
	Subtotal Brought Forward				
4.30	**Timber Surfaces – Hurricane Shutters**				
4.31	Apply 2# coats of acrylic semi-gloss emulsion paint over one coat of Enviroseal primer to all timber hurricane shutters that were replaced (colour to be specified by the MBUILT's Engineer/Architect)	nr	4.00		
5.00	**Guttering**				
5.10	Supply and install new 5" diameter plastic gutter. Include for stopends, running outlets, unions, fascia brackets and other relevant fittings.	l.ft	77.0		
5.20	Supply and install new downpipes. Include for, elbows, couplings/ sockets bends, pipe straps, shoes and other relevant fittings.	l.ft	70.0		
6.00	**Miscellaneous**				
6.1	Supply and set up scaffolding for use during the duration of the project. The building is approximately 10 feet high. Include for transportation to take scaffolding to and from the site as part of the project.	Item			
6.2	Clean site and make good after the completion of the works.	Item			
	Subtotal				
7.00	**Contingency**				
7.1	Planned Contingency for unforeseen works within parameters of project.			0.10	
	Total to Form of Quotation				

6. GOVERNMENT OF MONTSERRAT

QUOTATION SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS QUOTATION IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE QUOTATION BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE QUOTATION PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE QUOTATION TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS BIDDING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM BIDDING, THAT THEY SHALL WITHDRAW ANY QUOTATION ONCE OFFERED OR VARY THE AMOUNT OF ANY QUOTATION TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER QUOTATION OR PROPOSED QUOTATION FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER QUOTATION FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE QUOTATION AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS QUOTATION BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS.THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY QUOTATION RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS QUOTATION.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS QUOTATION IS MADE.

SIGNATURE…… IN CAPACITY OF ……

DATE……2025

DULY AUTHORISED TO SIGN QUOTATIONS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM……

FULL POSTAL ADDRESS……

TELEPHONE NO…… FAX NO ……

7. Quotation Document Checklist

Project Title: **RFQ for Repairs to Salem Clinic**

Date advertised:	**Thursday, 9th October 2025**
Site visit Meeting**:**	**Tuesday, 14th October 2025**
Clarification Deadline Date:	**Friday, 17th October 2025**
Quotation Deadline Date:	**Wednesday, 22nd October 2025**
Quotation Deadline Time:	***3:00pm (Eastern Caribbean Time/ GMT-4)***

Below are the following documents that should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

The below documents should be presented with their bid to ensure that their bid is valid.

Completed & Signed Form of Quotation (**Including time for completion and notice period**) ☐

Completed & Signed Anti-Collusion Statement ☐

A valid Tax Compliance Certificate (if locally based) ☐

Completed Bill of Quantities ☐

Details of Contractor Experience (**similar contracts in the past ten (10) years**) ☐

..... ……

Signed on behalf of Contractor Date

8. Form of Contract Agreement

AGREEMENT

Between

GOVERNMENT OF MONTSERRAT

And

…….

1. This Agreement is made the ……. day of…….**2025** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Colin Fergus,** Permanent Secretary, Ministry of Buildings, Utilities, Infrastructure, Labour & Transportation (hereinafter referred to as "**GOM"**) of the one part and …….. whose address is …… acting herein and represented by …… (hereinafter referred to as the "**Contractor"**) of the other part.

   The Employer is desirous that certain infrastructure works should be carried at the ZJB Building in Davy Hill and has been accepted by the contractor for the sum of ……
   (**$EC.....**) are the amount to carry out the works according to the schedule and other documents which comprised the contract document.

2. This Agreement shall take effect from the…… and subject to prior termination as provided by this agreement shall continue for a period of …… months.

3. In this Agreement:

   a) "Agreement" means these General terms and Conditions in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, tender circular, addenda in Schedule 4 and any document incorporated into this agreement by reference;

   b) "**Contractor**" includes the **Contractor**, and his/its employees;

   c) "deliverables" includes specifications, drawings and any component element of the Works;

   d) "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer. The Engineer or where a project manager is appointed for a particular project is responsible for total contract management and shall determine and enact measures to mitigate any risks to the project. The Engineer will hold direct communication with the Contractor and the Contractor shall adhere to such instructions given by the Engineer in the same way as if they were given by the Contract Administrator.

   e) "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.

4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.

5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.

7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date herein first mentioned.

BY

_____

Colin Fergus
Permanent Secretary, Ministry of
Buildings, Utilities, Infrastructure,
Labour, Transportation & Ecclesiastical
Affairs

WITNESS

_____

BY

_____

WITNESS

_____

SCHEDULE 1

Terms and Conditions

I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor**'s failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.

II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:

a. The **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;

b. The **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;

c. There is a breach of any other provision of this Agreement; and upon giving such notice the **GOM** may withhold payment accordingly.

III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.

IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.

V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.

VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.

VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.

(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.

(a) The **Contractor** shall respond to any reasonable query from GOM regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven days of completion.

(d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract drawings and shall ensure that those materials are used in construction of the Works and provision of the deliverables.

VIII. The **Contractor** agrees to undertake and complete the **Tender for Supply and Installation of Hurricane Shutters** and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.

IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.

(a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal

fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

(i) in respect of personal injury to or death of any person; or
(ii) in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.

(b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance referred to in the form of tender have been taken out and are in force from commencement of works until project completion.

XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.

XII. (a)**GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Engineer that:

(i) the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;
(ii) the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.

(b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided that all works and repairs have been executed to **GOM's** satisfaction.

XIII. The parties agree that a warranty period of 6 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.

XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Engineer shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.

XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.

XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.

XVII. a) The **Contractor** shall receive two complete originals of this agreement.

b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

XVIII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:

(i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or He/it fails to proceed regularly or diligently with the Works, or

(iii) He/it refuses or neglects to comply with a written notice/instruction given by the Engineer and by such refusal or neglect the works are materially and adversely affected

The Engineer may give to the **Contractor** a notice specifying the default or defaults.

(b) If the Contractor continues with the default for 14 days from the issue of the notice under the agreement GOM may by a further notice to the Contractor terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **GOM** shall not issue a notice of termination unreasonably or vexatiously.

(d) The Engineer shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Engineer.

(e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more;

(i) Force majeure, or
(ii) The Engineer's instruction

the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or vexatiously.

XIX**.** The Engineer may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.

XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.

XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

(a) A notice shall be delivered as follows:

(i) if to **GOM**, to:

Colin Fergus
Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastical Affairs
Brades
Montserrat
Fax: (664) 491-6659
Email: mcw@gov.ms

(ii) if to the **Contractor**, to:

Address: .....

Email: ……

(iii) In proving the giving of a notice it shall be sufficient to prove respectively that the notice was left at the relevant party's address or that the envelope containing the notice was properly addressed and dispatched or dispatch of any electronic transmission used was confirmed.

SCHEDULE 2

The Contractor will provide the services/deliverables described in column 1 within the timelines indicated in column 2 in return for the fees in column 3:

Services/Deliverables	Timelines	Fees

SCHEDULE 3

Obligations of each party under this agreement

Contractor's obligations	GOM's obligations

SCHEDULE 4

List all documents making up the contract

Nb: Other documents forming part of the tender document include:

1. Specification
2. GoM General Condition of Contract
3. Drawings/Photos

8.1 General Conditions of Contract

GOVERNMENT OF MONTSERRAT

(PUBLIC WORKS DEPARTMENT)

GENERAL CONDITIONS

OF

CONTRACT

GENERAL CONDITIONS

1 Definitions

a) The “Contract” means these General Conditions together with the Specification drawings and includes the contract agreement

b) The “Employer” means the Government of Montserrat

c) The “Engineer” means a duly authorized representative of the Employer

d) The “Contractor” means the company appointed to carry out the works

e) The “Colony” means the colony of Montserrat

f) The “Site” means the lands and/or other places on under or through which Works are to be carried out

g) The “Works” means the works to be executed in accordance with this Contract as described in the Specification

h) The “Language” of the Contract shall be English

i) The “Law” applicable to the Contract, shall be the Laws of Montserrat

2 Contract Document - Priority

1) Contract Agreement
2) The Drawings
3) Specifications
4) Conditions of Contract
5) Any other document forming part of the Contract

3 Extent of Contract

The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labour, plant and temporary works to complete the described works together with such materials as are required by the Specifications.

4 Power to Vary or Omit

a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Engineer, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed art of the Contract.

b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

1) The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship defaults and neglects of any sub-contractor or agent or workman employed by him.

6 Supply Materials

1) The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications

7 Setting Out

1) The Contractor shall be responsible for setting out of the work.

8 Workmanship

i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony.

ii. The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his dissatisfaction.

iii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

9 Removal of Debris

The Contractor shall remove all debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the Contracted Works.

10 Supervision of Works and Skilled Workmen

a) The Contractor shall provide all necessary superintendence during the execution of the works.

b) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.

c) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

11 Contractor's Plant

The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

12 Payment Fees

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without the Colony.

13 Safety

a) The Contractor is responsible for the safety of all persons employed by him.

b) He shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.

14 Injury to or death of a person

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

15 Damage to Property

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor is responsible.

16 Evidence of Insurance

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance referred to herein have been taken out and are in force at all material times.

17 Traffic Control

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

18 Payment to the Contractor

Payment to the Contractor will be made after the issue of an Engineer's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the employer.

19 Warranty Period

A warranty period of 12 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

20 Handing Over Completed Works

The Contractor shall notify the Employer in writing of his completion of the contracted Works. Said work shall be subject to the satisfaction of the employer and the statutory body having jurisdiction that all the works is completed and in good order. The Supervising Officer shall certify the date when in his opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

21 Failure to Meet Completion Date

Should the contractor fail to complete the contracted works within the agreed time he shall be subject to a fine of 1% of the contract price a day, for every day the completion is overdue.

22 Matters not Contained in the Contract

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his Contract.

23 Matter of Disagreement

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

24 Contracts Documents

a) The Contractor shall receive two complete copies of Contract Documents
b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings.

25 DETERMINATION OF THE CONTRACT

1) Default by the Contractor

If, before the date for practical completion, the Contractor shall make a default in any one or more of the following respects:

a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or

b) He fails to proceed regularly or diligently with the works, or

c) He refuses or neglects to comply with a written instruction given by the Engineer and by such refusal or neglect the works are materially affected

The Engineer may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract, the Employer may by a further notice to the Contractor determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

2) Consequences of determination under clause 25 .i.

The Engineer shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

2) Determination by the Contractor or Employer:

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more:

a) Force majeure, or

b) The Engineer's instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension gives notice to the other that unless suspension is terminated within 7 days after the receipt of such notice, the Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

26 SUSPENSION OF THE UNCOMPLETED WORKS

a) The Engineer may issue instructions in regard the postponement of any or all of the works to be executed under this contract.

27 CONTRACTOR PERFORMANCE REPORT

a) It is a requirement of the Client for the Engineer to assess the performance of the Contractor upon completion of the agreed works. The assessment will be based on the following criteria;

i. The project deliverables achieved,
ii. Organization & management of works,
iii. Quality of work provided,
iv. Health & Safety plan implementation,
v. Management of Finances & budget,
vi. Technical performance & adherence to specifications,
vii. Completion time and scheduling.

b) The assessment has an overall maximum score of 1 and the following are the ratings that can be achieved;

1.00 – 0.75 = Very Good Performance
0.74 – 0.50 = Good Performance
0.49 – 0.25 = Poor Performance
0.24 – 0.10 = Very Poor Performance

c) If the Contractor has attained an overall score less than 0.50 at the end of the contract performance reporting period, the Contractor will be subjected to sanctions by procuring entities. However, before sanctions are imposed, the Contractor will be afforded the opportunity to discuss the scoring with the Procuring Entity.

d) Once a contractor has attained a first score of less than 0.50 which indicated poor performance, he/she will be sanctioned and is allowed to bid on projects that has an estimated value EC$50,000 or less. This sanction will be implemented for 12 months.

e) If the Contractor has a second score on another project less than 0.50, the Contractor will be suspended from being eligible to bid on any project regardless of the value. This suspension and sanctions will run for 1 year.

f) After a 1-year suspension or sanction, the Contractor will be allowed to bid only on contracts valued at EC$ 50,000 or less. If on this occasion the Contractor's score is 0.75 or greater only then will he be allowed to bid on contracts valued above EC$50,000. If his score is less than 0.75 but is equal to or greater than 0.5, he will only be allowed to bid contracts valued at $50,000 or less until he can achieve a higher score.

9. Specifications

Repairs to Salem Clinic

9.1 CONCRETE FOR STRUCTURAL WORKS

9.2 General. Unless otherwise specified, headwalls, drains, culverts and other structural elements shall be constructed of concrete prepared as prescribed below:

a. All concrete shall be to working strength of 3000 PSI in 28 days, shall have as a minimum OPC content of 500 lbs per cubic yard and a maximum free water/cement ratio of 0.5.

b. Cover to reinforcement shall be 1.5 inches. Reinforcement shall be deformed type 2 high yield steel reinforcing bars unless shown otherwise on the drawings.

c. All reinforced concrete shall be fully compacted by means of power-driven immersion type vibrators. The concrete shall be vibrated until the section is a solid mass entirely free of voids and cavities. Care should be taken to ensure excessive vibration does not occur. Vibrators shall not be allowed to come into contact with the reinforcement, shutter ties or shutter faces.

d. The shutters shall not be stripped until the concrete has cured sufficiently to not require the support of the shutters. The concrete must not be loaded or stressed until it has reached an adequate strength to prevent damage occurring. If the Contractor wishes to strip shutters or load the concrete at an early age he must have concrete cubes tested to show that sufficient strength has been attained.

e. Construction joints at positions where no contraction or expansion joint is to be constructed shall have the full area of reinforcement continuing across the joint. The surface of the joint shall be scabbled to remove surface laitance prior to casting the adjacent section.

9.3 Forms and Headers

9.3.1 **General.** The formwork must be sufficiently rigid and tight to prevent loss of grout or mortar from the concrete at all stages and for the appropriate method of placing and compacting the concrete. Formwork (including supports) shall be sufficiently rigid to maintain the forms in their correct position and to correct shape and profile so that the final concrete structure is within specification. All formwork shall have its surface scraped smooth and clean before re-use. Any damage to formwork shall be repaired before re-use.

9.3.2 Formwork shall be either wood or metal. They shall be set plumb and true to line to the profiles shown on the drawings. They shall be oiled immediately prior to the placing of the concrete and shall remain in place until the concrete has reached sufficient strength as described in section d above. Formwork must be removed before the work will be accepted.

9.4 Materials for Reinforced Concrete

9.4.1 **Cement** - Cement shall be Ordinary Portland Cement from a reputable supplier. All cement is to be stored in dry conditions. Any bag opened shall be completely used on the same day or discarded. Any bag found to have become damp or where the cement has partly hardened shall be discarded and not used in the works.

9.4.2 **Admixtures** - Admixtures shall not be used in concrete without the express consent of the P.W.D. Engineer.

9.4.3 **Aggregate**

9.4.3.1 Coarse aggregate shall be clean hard gravel or crushed rock with no deleterious properties. Before the use of aggregate from any source the Contractor shall obtain the P.W.D. Engineers approval of that source, if the Contractor intends to change the source during the works fresh approval of the new source shall be sought. Where required by the Engineer samples of the proposed aggregate shall be tested to ensure that it has satisfactory properties for the proposed use.

9.4.3.2 Fine aggregate shall be sand or crushed rock fines with no deleterious properties, the requirements for testing and approval shall be as noted for coarse aggregate.

9.4.3.3 Aggregate extracted for sea beaches shall not be used unless it has been thoroughly washed in clean water and tested to show no salt remains.

9.4.4 **Reinforcement**

9.4.4.1 Reinforcing bar or mesh is to be from a reputable supplier and quality certificates shall be supplied when requested by the P.W.D. Engineer.

9.4.4.2 Reinforcement is to be fixed in the positions shown on the drawings. Reinforcement is to be firmly tied to prevent movement when concrete is placed. Purpose made cover blocks and spacers shall be used as required.

9.4.4.3 No steel element, reinforcing steel or tie wire shall intrude into the specified cover of the section.

9.4.4.4 All reinforcement is to have adequate lap where bars join and adequate anchorage into concrete at the free ends of bars, all as shown on the drawings. Consult with the P.W.D. Engineer in the event of any doubt as to the structural requirements.

9.4.4.5 The contractor shall give the P.W.D. Engineer at least 24 hours' notice before casting any element to allow for inspection of the fixed reinforcement and shutters.

9.5 Formwork

9.5.1 Formwork shall be set up to give a smooth surface with no visible joins between sheets and no significant marking of the concrete surface with imperfections in the formwork. Formwork oil shall be selected to avoid any staining or marking of exposed surfaces.

9.6 Mixing

9.6.1 Concrete shall be mixed by purpose-made, power-driven concrete mixers. Hand-mixing of concrete will not be permitted.

9.6.2 Each batch shall be mixed until the concrete is uniform in colour and consistency and for not less than three (3) minutes, which shall be measured from the time when all the solid material is in the mixing drum. All the mixing water shall have been introduced before 25 percent of the mixing period has elapsed. No further water shall be added to the mix once it has left the mixer. Any concrete which has become partly set or too stiff to compact properly shall be discarded.

9.6.3 Volume batching shall be done in purpose-made boxes or by calibrated concrete mixers or with carrying handles which shall be carefully supervised to ensure that the boxes are struck level each time. Water must be measured by volume.

9.6.4 The mixer and associated batching and placing equipment shall be thoroughly cleaned out at the end of each day's work.

9.6.5 The concrete shall be transported from the mixer to the position of placing quickly and in such a way that segregation does not occur. The time between mixing and placing shall not exceed 10 minutes.

9.6.6 Where requested by the P.W.D. Engineer, the Contractor shall cast concrete test cubes in British Standard cube test moulds using the methods specified in the British Standard. The Engineer can supply copies of the cube making instructions if requested. The Contractor shall be responsible for ensuring that the moulds are available on site when required. The Contractor shall be responsible for ensuring that the cubes are stored in an environment similar to the environment of the structure. The Contractor shall permanently label each cube and keep records indicating where within the structure the concrete represented by the cubes was placed. The Engineer will be responsible for testing of cubes.

9.7 Placing Concrete

9.7.1 Before any concrete is placed, an inspection shall be made to ensure that no dirt, shavings, loose stones, etc. have been allowed to remain in or about the formwork. Formwork and reinforcement shall also be well watered immediately prior to placing the new concrete, but standing water in the base of the shutter will not be permitted.

9.7.2 Immediately after being mixed, the concrete shall be deposited in the shutter to an even depth across the entire width of the section. The production and placing of concrete shall be a continuous operation until the position of agreed construction joints is reached.

9.7.3 Concrete shall be placed gently in position to avoid segregation and not allowed to fall freely from a height greater than six (6) feet.

9.7.4 Great care shall be taken to ensure that reinforcement and embedded structural steel is not displaced during concreting or disturbed after the initial set has taken place

9.7.5 The concrete shall be compacted using a powered vibrating poker until the material is satisfactorily compacted and the release of air bubbles has ceased.

9.7.6 At the end of each day's run, or at any time when operations are stopped for a period of more than 20 minutes, a rigid transverse stop end shall be placed at any vertical construction joint formed. All construction joints either horizontal or vertical shall be scabbled to remove any surface laitance before adjacent concrete is cast.

9.7.7 Hand mixing of concrete for structures will not be permitted.

9.8 Finishing

9.8.1.1 Unformed surfaces shall be finished to a smooth trowelled finish worked to give a dense, blemish free surface with no trowel marks.

9.8.1.2 Application of mortars or screeds to concrete surfaces to fill blow holes or other surface blemishes will only be permitted with the express consent of the P.W.D. Engineer.

9.8.1.3 All Exposed corners of headwalls, U drains and other concrete elements shall have the corners chamfered with a 1" x 1" (25mm x 25mm) chamfer.

9.8.2 Curing

Immediately after the finishing operations have been completed and as soon as marring of the concrete will not occur, the entire surface of the newly placed concrete shall be covered and cured. Curing may be accomplished by flooding or by polythene sheeting in close contact

Painting of Salem Clinic

GENERAL

SUMMARY

Surfaces Not to be Painted:
Prefinished items.
Walls or ceilings of concealed or inaccessible areas.
Fire or smoke rating labels on doors or frames.
Equipment name plates.
Piping identification labels.
Moving parts of mechanical or electrical equipment.
Pre-existing external wall finishes.

QUALITY ASSURANCE

Applicator Qualifications: Company specializing in performing the work of this section with minimum 2 years' successful experience in work of similar scope.

Manufacturer's Instructions: Perform painting work in accordance with manufacturer's written instructions and recommendations.

PROJECT CONDITIONS

Comply with paint manufacturer's instructions on temperature and humidity conditions under which materials can be applied.

COLORS

General:
Colors shall match existing.

Finish coat colors shall be factory mixed.

EXECUTION

EXAMINATION

Examine areas and conditions under which painting work is to be applied.

Do not paint over dirt, rust, scale, grease, oil, dust, moisture, scuffed or damaged surfaces, or conditions detrimental to a durable paint life.

Starting work indicates acceptance of conditions of surfaces and within any particular area.

PREPARATION

Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.

Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting. Reinstall removed items after painting.

Clean surfaces before applying paint. Remove oil and grease prior to mechanical cleaning. Schedule cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.

Moisture Content: Do not paint over surfaces where moisture content exceeds manufacturer's instructions.

Wood: Clean wood surfaces of dirt, oil or other foreign substances. Sand smooth surfaces exposed to view, and remove dust.

Scrape and clean seasoned knots, apply thin coat of recommended knot sealer before applying prime coat. After primer coat is dry, fill holes and surface defects with putty or plastic wood filler, sand smooth when dry.

Prime, stain or seal wood immediately upon delivery to job. Prime all faces, sides, ends, undersides, backsides, cutouts and edges.

Mix painting materials in accordance with manufacturer's instructions.

Store materials in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Cover containers of coatings or solvents when not in use.

Stir materials before application to produce mixture of uniform density, and stir as required during application. Do not stir surface film into material, strain material before using if necessary.

APPLICATION

Apply paint in accordance with manufacturer's instructions. Use applicators and techniques best suited for substrate and type of material being applied.

Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance.

Ensure dry film thickness at corners and crevices is equivalent to that of flat surfaces.

Sand lightly between each succeeding enamel or varnish coat.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment and furniture with prime coat only.

Paint backs and sides of access panels and removable or hinged covers to match exposed surfaces.

Do not apply materials in areas where dust is being generated, or will be generated, before coatings are thoroughly dry.

Allow time between successive coats to permit proper drying.

Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.

Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to achieve a total dry film thickness (DFT) as recommended by coating manufacturer.

Dry film thicknesses specified are those recommended by ICI for their particular products. Where products of other manufacturers are approved, apply materials at the spreading rate recommended by those manufacturers to achieve their recommended DFT.

Prime Coats: Apply to items not previously primed. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.

Finish Coats: Provide even texture. Leave no laps, irregularity in texture, skid marks, or other surface imperfections.

Opaque Finishes: Provide opaque, uniform finish, color and coverage. Cloudiness, spotting, brush marks, runs, sags, ropiness or other surface imperfections are not acceptable.

Transparent Finishes: Provide glass smooth surface film of even luster. Cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections are not acceptable.

Completed Work: Match approved samples for color, texture and coverage.

CLEANING

Remove discarded paint materials, rubbish, cans and rags from site at end of each workday.

Keep flammable materials in approved labeled containers in a well-ventilated area.

Cover containers of coatings or solvent products when not in use.

Protection: Protect existing work and finishes, whether to be painted or not. Correct damage by cleaning, repairing, replacing, or repainting, as acceptable to Project Manager.

Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping. Do not damage or scratch finished surfaces.

Provide “Wet Paint” signs to protect new painted finishes.

Do not cover operating mechanical or electrical equipment.

Repair: At completion of work by other trades, touch up and restore damaged surfaces or defaced painted surfaces.

PAINT FINISH SCHEDULE - SELECT AS APPROPRIATE.

Exterior Wood:

1) Oil base gripper primer.
2) Apply 2 coats and sand in between coats to flatten grain.
3) Oil base semi-gloss oil
4) Exterior paint.

END OF SECTION

10. Appendices - Photos

Annex 1 – Photographs showing cracks in columns and cantilever slab

Annex 2 – Photographs showing cracks in cantilever slab and catchment

Annex 3 – Photographs showing cracks in roof slab

Annex 4 – Photographs showing cracks in parapet wall and external building wall



Figure 1 showing cracks in reinforced concrete column and block walls.



Figure 2.1 showing cracks in block walls.



Figure 2 showing cracks in reinforced concrete column (typical)



Figure 3 showing defective hurricane shutters



Figure 3.1 showing defective hurricane shutters



Figure 4 showing cracks in hollow concrete block wall.