



BARBADOS WATER AUTHORITY

TENDER FOR THE

PROVISION OF

REINSTATEMENT SERVICES

June 2021

1. **GENERAL**

The Barbados Water Authority (BWA) proposes to carry out, by private contract, the following works:

i. Reinstatement

- a) the reinstatement of openings in roadways as a result of repairs, burst mains and laying of new services;
- b) the reinstatement of sections of pipetrack resulting from the laying of new mains or the replacement of old mains; and
- c) the reinstatement of concrete pavements, driveways, etc. resulting from repairs, burst mains and the laying of new services.

An invitation is therefore extended to prospective contractors for the provision of services related to the said reinstatement of openings and pipetracks associated with repairs and upgrades in the island wide distribution system of the Authority. All reinstatement must be done in accordance with the standards which have been issued by the Ministry of Public Works and Transport. Due to the volume of work it may be necessary to award contracts to more than one Bidder.

The successful Bidder(s) is required to state the unit price and to hold the rates for a period of two (2) calendar years from the date of signing the Agreement.

The successful Bidder(s) will be required to enter into a written contract generally as per the FIDIC Contract.

For further information please contact the Director of Engineering at telephone number 434-4200 between the hours of 8:15am and 4:30pm.

2. INSTRUCTIONS TO TENDERERS

2.1 All bidders must supply the following information in their bids. Failure to provide the information will render the bid null and void: -

- a. Registration number of company.
- b. Country in which company is registered.
- c. The date on which the company was first incorporated and the names and addresses of all company directors. Certified copy must be issued by the Corporate Affairs Registry.
- d. A certified copy of company's Certificate of Incorporation, as evidence that the company is in existence at the date of the bid; Failure to provide the certified copy Certificate of Incorporation will render the tender null and void. Certified copy must be issued by the Corporate Affairs Registry.
- e. Registered office of the company.
- f. In the case of sole proprietorships or partnerships, the names and addresses of owners must be supplied. If the business is registered under the Registration of Business Names Act, a copy of the registration must also be provided. Certified copy must be issued by the Corporate Affairs Registry.
- g. Bidders must provide a copy of their VAT Registration Certificate and Tax Identification number (TIN).
- h. Bidders should be aware that the labour clauses (Public Contracts) Act, Cap. 349 shall, in so far as is applicable to the subject of the tender, apply to any contract made in respect of the tender.
- i. Information on reinstatement work carried out over a three (3) year period including any recommendations must be submitted.
- j. Information on personnel and equipment available.
- k. The number of calendar days required to start a job once notified. All

reinstatement work must be completed within forty eight (48) hours (Conditions of Contract - clause 4).

- I. Tenders should be submitted in sealed envelopes marked **“Tender for the PROVISION OF REINSTATING SERVICES”** addressed to:

**The Chairman
Tenders Committee
bwatenders.committee@bwa.gov.bb**

to reach the office no later than **Friday June 18, 2021 at 4:30 pm.**

- m. No Tender will be considered unless it complies with the conditions set out in this notice.
 - n. The Barbados Water Authority does not bind itself to accept the lowest or any Tender.
 - o. The Barbados Water Authority reserves the right to withdraw this tender notice at any time.
 - q. Any tender delivered after the closing date and time or any extension thereof will not be considered.
- 2.2 All tenders must be quoted in either **Barbados Dollars or US Dollars**. Prices quoted in Barbados dollars by local bidders must be **inclusive of VAT.** Tenders quoted in US dollars will be evaluated using the prevailing exchange rate at the date of closing of the tender. Payments in US dollars shall be made at the buying rate set by The Central Bank of Barbados at the time of payment.
- 2.3 The BWA reserves the right to refuse any tender that does not conform to the requirements of this document.

3. PENALTIES

The Barbados Water Authority reserves the right to apply and enforce penalties against a tenderer for delays occasioned by him in the execution of these works. The penalty shall apply from the stated completion date of the particular phase. The total penalty shall not exceed 5% of contract sum for the initial first late month, and 10% thereafter.

CONDITIONS OF TENDERING

1. Acceptance of Tender and Tenderer's Expenses

The BWA shall not reimburse the tenderer for any expense incurred in the preparation of this tender.

2. Firm Price

No price variation clause may be included in the Tender. Prices in Barbados or US dollars must be quoted and such prices shall include for all materials, labour, plant, equipment, transport, handling of materials and plant, tools and appliances, management fees and all/any other things necessary for the execution of the work. Price(s) quoted in Barbados dollars must also be inclusive of VAT and any taxes that may apply at the time of contract signing.

3. Contractor to Obtain their Own Information

Contractors shall inform themselves on all matters necessary for compliance with and completion of the Contract and in all matters that might in any way affect the prices quoted.

4. Payments

Payments may be made after the completion of each item of work or when the entire job is completed. The method to be followed shall be agreed by the BWA and the Contractor prior to the starting of the contract.

Prior to any payment, the Contractor shall submit to the BWA a statement in a form acceptable to the BWA, signed by the Contractor the cumulative amounts and value of work carried out as of the date of the statement and accompanied by schedules and other such data to assist the BWA in evaluating the value of work carried out. The statement shall also show the cumulative amount and value of work paid by the BWA as of the date of the statement and the balance amount and value of work claimed by the Contractor.

5. **Insurance**

The Contractor shall obtain adequate insurance to indemnify the BWA against all claims for death, injuries, damage to property and losses sustained by the Contractor during the performance of duties under this Contract.

6. **Addenda**

Any interpretation of, or change in the Tender Document prior to the specified closing date, will be made only by Addendum issued by the Barbados Water Authority to each Bidder to whom the Tender Document has been issued and it shall become part of the Tender Document.

7. **Contract Documents**

The Contract documents will comprise of the following:

- (a) The Schedule of Requirements
- (b) The Conditions of Contract
- (c) The Specifications of material to be used
- (d) The Schedule of Rates
- (e) The tender notice
- (f) Tender document

8. **Compliance with Conditions of Tendering**

The Tenderer must comply with all the above Conditions of Tendering. Failure to comply with or breach of any of the Conditions shall disqualify the Tender.

9. **Performance Security**

9.1 The successful Tenderer shall furnish the performance security for the performance of the contract in a form acceptable to the BWA within twenty-seven (27) days of the receipt of notification of award from the BWA. The performance security shall be in a sum equivalent to ten percent (10%) of the contract price. The proceeds of the performance security shall be payable to the Barbados Water Authority as compensation for any loss resulting from the successful tenderer's failure to complete its obligations under the contract. If the tenderer shall be in default of any of the terms and conditions of the contract, the BWA shall be entitled to make a claim against the performance security. The claim shall be in writing to the agency, bank or insurance company that issues the performance security.

9.2 The performance security shall be valid for one (1) year after the date for completion of the tenderer's obligations, and shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the BWA and shall be in one of the following forms:-

a) A bank guarantee irrevocable letter of credit, issued by a bank located in Barbados, acceptable to the BWA and in the form provided in the Bidding Document or another form acceptable to the BWA; or

b) A cashier's or certified cheque payable to the BWA.

- 9.3 The performance security will be discharged by the BWA and returned to the tenderer not later than one (1) year following the date of completion of the tenderer's performance obligations, including any warranty under the Contract.

CONDITIONS OF CONTRACT

1. **Period of Contract**

The period of Contract shall be two (2) calendar years from the date of signing of the Agreement (see Form of Tender). All rates given in the Bill of Quantities shall exist for the entire period of the Contract. **The rates must be inclusive of VAT and any taxes which may apply at the time of signing.**

2. **Reinstatement of Openings (crossings, trenches, tracks)**

2.1 Adequate precautions such as signs, reflective strips and night time warning lights shall be installed by the Contractor to warn the public of open trenches, other dangerous situations such as working machinery and the fact that the area is a work site. The type and use of the signage shall be in governed by the specifications as set out in the Ministry of Transport and Works (MTW) document Ref: CTO/G12 "Road Signs for Maintenance and Construction Work".

2.2 Adequate measures shall be taken by the Contractor to control traffic at the work site. These measures shall be subject to the review and approval of the BWA as well as the MTW on a continual basis.

2.3 If the Contractor allows material which on excavation was suitable for re-use, to become unsuitable and it is in this condition when required for backfilling, the Contractor shall make good by depositing it in an approved

permanent tip off site and replacing it with suitable material.

2.4 Reinstatement operations shall begin within twenty-four 24 hours of receipt of the instruction to start reinstatement, given by the BWA Representative.

2.5 The contractor shall inform the Barbados Water Authority representative of scheduled completion of works at the beginning and end of each day to allow for inspection and verification.

3. **Examination of Works**

The Contractor shall contact the nominated BWA representative immediately before completion of work to afford the full opportunity, when so requested, for the representative of the BWA to examine the material used and measure any work which is about to be covered up. The Contractor shall make good any work which, in the opinion of the said representative, is deemed unsatisfactory. All reinstatement work must be examined and certified by a representative of the Barbados Water Authority prior to payment.

4. **Uncovering and Making Opening**

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the representative of the BWA may from time to time require and shall make good such part or parts to the satisfaction of the representative of the BWA.

5. **Maintenance Period**

In respect of small openings/small crossings, measuring 16ft long x depth of 18" and width of 12", there shall be a maintenance period of six (6) months during which the Contractor shall be required to make good any defects. Maintenance period in respect of pipetracks shall be one (1) calendar year.

6. **Termination of Contract**

Either party shall be entitled to terminate the contract by the giving of ninety (90) calendar days written notice to the other party. The BWA shall be entitled to terminate this Contract and to recover from the Contractor the amount of any loss resulting from such determination due to non-performance by the Contractor.

7. **Specifications**

All work shall be carried out in strict accordance with the Ministry of Transport, Works and Water Resources specification document Ref: CTO/R20 "Specifications for Reinstatement of Small Openings/Crossings".

SCHEDULE OF RATES		
Description: Road Reinstatement Work	U/M	Rate
(a) Removal of loose material in the opening and excavation to a sound foundation	cu. metres	
(b) The placement of compacted marl fill compacted to the specification of the Ministry of Transport and Works	cu. metres	
© The placement of 75mm (3") of premix asphalt (chips thoroughly coated with asphalt) on prepared marl fill	sq. metres	
(d) The placement of 75mm (3") of hot mix asphalt (baber-green) on prepared marlfill	sq. metres	
(e)Saw cut edges of crossings, tracks, openings	metres	
(f) Supply and laying of reinforce concrete slabs	cu. metres	
(g) Supply and laying of concrete kerbing	cu. metres	
(h) replacement of valve or hydrant boxes	per box	
(i) Reinstatement of road markings	metres	