

BARBADOS WATER AUTHORITY



TENDER FOR

THE

UPGRADE & EXPANSION

OF THE

LANCASTER PUMPING STATION

June 2021

1. GENERAL

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

- The partial demolition, upgrade and expansion of the Lancaster Pumping Station
- The works to be executed under this contract will be done to a Class I facility

For additional information please contact the Director of Engineering at the Barbados Water Authority, 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 of the 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. Barbadian bidders must provide a copy of their VAT Registration Certificate and Tax Identification Number (TIN).
- h. Bidders should be aware that the labour clauses of (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 similar work carried out over a three (3) year period including recommendations must be submitted.
- j. Information on proposed schedule of works, personnel and equipment available; and
- k. The number of calendar days required to start and complete the job once notified.
- l. Tenders should be submitted in a document marked **“Tender for THE UPGRADE AND EXPANSION OF THE LANCASTER PUMPING STATION”** addressed to:

The Chairman
Tenders Committee
Barbados Water Authority
Pine Commercial Estate
The Pine
St Michael

to reach the office no later than Friday July 16, 2021 at 4:30pm.

- m. Bidders should first proceed to the receptionist, sign the register, then placed their bids in the Tenders Box which is located at the Barbados Water Authority’s Office at the BWA’s Headquarters at Pine Commercial Estate, St Michael.
- n. No Tender will be considered unless it complies with the conditions set out in this Notice.
- o. The Barbados Water Authority does not bind itself to accept the lowest or

any tender.

- p. Any tender received after the closing date and time or any extension thereof will not be considered.
- q. The Barbados Water Authority reserves the right to withdraw this tender notice at any time.

- 2.3 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.
- 2.4 The BWA reserves the right to refuse any tender that does not conform to the requirements of this document.
- 2.5 The successful bidder will be required to enter into a formal contract with the Barbados Water Authority.
- 2.6 The successful bidder will be required to provide a method statement inclusive of a job hazard analysis to the Barbados Water Authority for approval.

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% for any late months thereafter. When there is evidence that the lack of performance directly impacts the BWA's operations penalties in the form of a retention on payments due to the tenderer will be applied.

4. DELIVERY CONDITIONS

The successful Tenderer will be furnished with a delivery schedule with specific dates for the execution of the works as agreed between the tenderer and the BWA. Failure to adhere to the delivery schedule will result in penalties as stated in clause 3. Delivery of the services have to be coordinated with the BWA (e.g. it may be convenient to do most of the work at night) so that disruptions to the water supply to customers is minimized.

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 must be quoted in Barbados or US dollars (for overseas companies) 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. **Pre-Bid Meeting**

Bidders will be invited to a Pre-Bid meeting and site visit on **Thursday April 29, 2021 at 10:00am**. The objective of pre-bid meetings is to explain the details of the solicitation documents to interested bidders. Prospective bidders are permitted to request clarifications on the invitation for bids or request for proposals before the closing date of the tender. NB: Attendance is not mandatory.

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 Technical Specifications

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.

10. **Evaluation Criteria:**

The BWA will seek to select the most economically and technically advantageous tender with the optimum price/quality split. The Tenderer with the lowest initial quote may not necessarily be selected since the BWA will consider the whole life cycle costs of the goods to include cost of spare parts, maintenance, energy consumption and disposal. The BWA will make its final determination on a combination of the following:

- (a) Experience of the proposed personnel relative to the project requirements
- (b) Project Execution Plan
- (c) Proposed Safety Plan
- (d) Potential Impact on Customers
- (e) Total Cost

CONDITIONS OF CONTRACT

1. **Period of Contract**

One (1) year

2. **Termination of Contract**

This Contract shall be terminated by any one of the parties to the Contract by a

written notice of ninety (90) calendar days.

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.

ATTACHED DOCUMENTS

The following documents are attached:

1. Scope of Works
2. The Bills of Quantities
 - I. Bill No. 1
 - II. Bill No. 2
 - III. Bill No. 3
3. Location and Site Plan
4. General Arrangement Plan
5. Structural Drawing 1
6. Structural Drawing 2
7. Structural Drawing 3
8. Electrical Drawings