



ADDENDUM 1

June 10, 2020

Dear Potential Bidders

**Re: Bidding Document for Bob's Gas Station – Slope Stabilization and Road Rehabilitation
Project: Addendum No.1**

In accordance with ITB 8.1, Amendment of the Bid Document, we hereby issue Addendum No.01 as a revision to the Preambles to the Bill of Quantities.

The Addendum seeks to replace the existing Preamble to Bill of Quantities (BoQ). Section B was added for Day Works schedule.

The existing Preambles are superseded with the attached, updated Preambles. Addendum No. 1 seeks to replace the original pages in Section VII – Employer's Requirements Page 2-449 to 2-452, of the Bidding Documents with the revisions as shown below.

Original Preambles

Preamble to Bills of Quantities

1. The Bill of Quantities (BoQ) shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Conditions of Particular Application, Technical Specifications and Drawings. The whole of the works is to be executed in accordance with their true intent and to the entire satisfaction of the Project Manager.
2. The quantities set out against the items in the Bill of Quantities are estimates of the quantity of each kind of work to be carried out under the Contract and are given for the convenience of forming a common basis for Bids. There is no guarantee to the Contractor that he will be required to carry out the quantity of work indicated under any particular item in the Bill of Quantities or that the quantities will not differ in magnitude from those stated in the Bills. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the Terms of the Contract. Except where specifically and expressly otherwise stated in the Technical Specifications or in the BoQ, the Permanent Works only shall be measured. The works shall be measured net to the dimensions shown on the Drawings or ordered in writing by the Project Manager, except where otherwise specifically described or prescribed in the Contract. No allowance shall be made for bulking, shrinkage or waste. In adjusting extras or variations on the Contract, the work shall be measured on the same basis as that for which the quantity estimates have been prepared and all works not specifically mentioned in the BoQ will be taken as included in the prices of various Items. Where in the opinion of the Project Manager, extra works cannot be properly measured or valued, the Contractor may, if so, directed by the Project Manager, carry out the work at daywork rates as shown in the Schedule of Dayworks. All completed Dayworks Sheets must be signed by the Project Manager on or before the end of the week in which the work is executed. No allowance will be made for loss of materials or volume thereof during transport or compaction.
3. Rates and prices shall be entered against each item in the Bill of Quantities. All rates and prices shall be in United States Dollars (USD) and stated to two places of decimals. The rates and prices inserted in the Bill of Quantities are to be the full inclusive values of the works described in the items, and shall include:
 - (a) all costs and expenses required on and for the construction of the Works;
 - (b) costs of temporary works and installations which may be necessary
 - (c) costs of all general risks, liabilities and obligations set out or implied in the documents on which the tender is based
 - (d) taxes, duties and other charges for which the Contractor is liable

It will be assumed that establishment charges, profit and allowances for the Contractor's obligations (except those covered by specific items in the Bill of Quantities) are spread evenly over all the unit rates.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

Without affecting the generality of the foregoing provisions, the rates and prices entered by the Contractor in the Bills of Quantities shall include the cost and expense of the following:

- (a) The provision, storage, transport, use and maintenance of all materials, equipment, machinery and tools;
- (b) The provision, maintenance and welfare of all staff and labour and their accommodation, transport etcetera, and the supply of all immigration permits and other requirements;
- (c) Setting out, measuring, inspection, supervision and any topographical survey and drawing necessary for the execution or measurement of the work;
- (d) The provision, transport, use and maintenance of all consumable stores, fuel, water, drainage, electricity and telephones, including those required under the Contract by the Project Manager and his staff;
- (e) Sampling, testing and trials, and checking information given by the Project Manager;
- (f) Commissioning and testing of plant, pipelines, structures and other major components provided under the Contract;
- (g) Damage caused to the works under construction, equipment, materials and consumable stores by weather conditions;
- (h) The provision, erection and removal of all Contractor's offices, equipment yards, stores and temporary works, including fencing and all site restrictions;
- (i) Repair of the Works during the Maintenance Period;
- (j) The rates shall not include items which are already captured in the provisional items

Lump sum items shall include but not be limited to the full inclusive cost of all the temporary and permanent works and all attendant activities necessary to complete the item of work to the satisfaction of the Project Manager.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. Tenderers shall price separately each Item in each of the Parts of the Bill of Quantities (BoQ) and shall follow the instructions regarding transfer of alternative totals in the Grand Summary given in the BoQ.
5. All prices shall be shown inclusive of Import Duties, Customs Service Charges, Environmental Levies and Excise Taxes.

6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. Rates and prices shall be inserted in the 'Rate' column of the Bill of Quantities in United States Dollars, with cents inserted as decimals of the United States Dollar.
8. Each provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed.

For each Provisional Sum, the Project Manager may instruct:

- (a) Work to be executed (including plant, materials or services to be supplied) by the Contractor.
- (b) Plants, materials or services to be purchased by the Contractor, from a Subcontractor or otherwise; and for which there shall be included in the Contract Price:
 - (i) the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum, for overhead charges and profit, calculated as a percentage rate if (and) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Special Conditions of Contract.

The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

9. The method of measurement of completed work for payment shall be in accordance with the Civil Engineering Standard Method of Measurement, Edition 3 (CESMM3) or otherwise as described in the Bills of Quantities.
10. The calculation units used are the same as specified and allowed in the System International (SI) and used in the Specifications and Bill of Quantities herein. No other but the units used in the Specifications and Bill of Quantities shall be used in measurements, pricing, detail drawings etc. Any units not used in the Specifications and Bill of Quantities shall also be expressed in terms of the SI.

Abbreviations used in the BoQ shall be interpreted as follows:

mm	shall mean	millimetre
m	shall mean	metre
mm ²	shall mean	square millimetre
m ²	shall mean	square metre
m ³	shall mean	cubic metre
ha	shall mean	hectare
kg	shall mean	kilogram
t	shall mean	tonne (1,000 kg)
nr	shall mean	number
no.	shall mean	number
h	shall mean	hour
wk	shall mean	week
mon	shall mean	month
sum	shall mean	lump sum
Prov. Sum	shall mean	provisional sum
km	shall mean	kilometre
L	shall mean	litre
%	shall mean	per cent

11. Presently, all companies doing business in the British Virgin Islands, are liable to be taxed on profit at a fixed rate. Every firm is required to file an income tax return [with Financial Statements attached] at the offices of the Inland Revenue Division showing the net profit or net loss for the income year. Subject to confirmation at the time of signing the Contract, an exemption may be permitted but for the purposes of tendering, payment of these taxes is to be assumed to be required and are to be included in the relevant unit rates bid.
12. The Contractor's attention is drawn to the rules for using the CESMM3 Method Related Charges in the Bill of Quantities, Class A General Items. If the Contractor does not enter a breakdown of time related charges or fixed charges for the Contractor's operation and risk, it will be assumed that the Contractor has included such charges in rates for other items. Mobilization is a deductible item.
13. The Contractor shall be responsible for carrying out all routine tests required by the Contract other than those specified to be carried out by the Project Manager. All tests carried out by the Contractor shall be monitored by the Project Manager. The Contractor may Sub-contract materials testing to a material laboratory or other organization approved by the Project Manager. The cost of all routine testing shall be included in the rates inserted in the Bill of Quantities.
14. Material shall be classified as "rock" when, in the opinion of the Project Manager (who shall take into account the situation in which the excavation is taking place) its excavation requires the use of blasting or compressor and tools or steel wedges and hammers or which cannot be effectively removed or ripped by a single tine operated by a track-type tractor of specified flywheel

horsepower of not less than 150 brake horsepower equipped with a single, rear-mounted, heavy-duty ripper. Isolated boulders within a mass of common material which cannot be bodily removed by the Contractor's equipment and suitably disposed of to the Project Manager's satisfaction shall be classified as "rock".

15. Excavation for construction of the Works may be required below the surface of existing bodies of open water (other than groundwater) such as rivers, streams, canals, lakes, reservoirs or estuaries.

Amended Preambles

Preamble to Bills of Quantities

A. General

1. The Bill of Quantities (BoQ) shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Conditions of Particular Application, Technical Specifications and Drawings. The whole of the works is to be executed in accordance with their true intent and to the entire satisfaction of the Project Manager.
2. The quantities set out against the items in the Bill of Quantities are estimates of the quantity of each kind of work to be carried out under the Contract and are given for the convenience of forming a common basis for Bids. There is no guarantee to the Contractor that he will be required to carry out the quantity of work indicated under any particular item in the Bill of Quantities or that the quantities will not differ in magnitude from those stated in the Bills. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the Terms of the Contract. Except where specifically and expressly otherwise stated in the Technical Specifications or in the BoQ, the Permanent Works only shall be measured. The works shall be measured net to the dimensions shown on the Drawings or ordered in writing by the Project Manager, except where otherwise specifically described or prescribed in the Contract. No allowance shall be made for bulking, shrinkage or waste. In adjusting extras or variations on the Contract, the work shall be measured on the same basis as that for which the quantity estimates have been prepared and all works not specifically mentioned in the BoQ will be taken as included in the prices of various Items. Where in the opinion of the Project Manager, extra works cannot be properly measured or valued, the Contractor may, if so, directed by the Project Manager, carry out the work at daywork rates as shown in the Schedule of Dayworks. All completed Dayworks Sheets

must be signed by the Project Manager on or before the end of the week in which the work is executed. No allowance will be made for loss of materials or volume thereof during transport or compaction.

3. Rates and prices shall be entered against each item in the Bill of Quantities. All rates and prices shall be in United States Dollars (US\$) and stated to two places of decimals. The rates and prices inserted in the Bill of Quantities are to be the full inclusive values of the works described in the items, and shall include:
- (a) all costs and expenses required on and for the construction of the Works
 - (b) costs of temporary works and installations which may be necessary
 - (c) costs of all general risks, liabilities and obligations set out or implied in the documents on which the tender is based
 - (d) taxes, duties and other charges for which the Contractor is liable

It will be assumed that establishment charges, profit and allowances for the Contractor's obligations (except those covered by specific items in the Bill of Quantities) are spread evenly over all the unit rates.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

Without affecting the generality of the foregoing provisions, the rates and prices entered by the Contractor in the Bills of Quantities shall include the cost and expense of the following:

- (a) The provision, storage, transport, use and maintenance of all materials, equipment, machinery and tools;
- (b) The provision, maintenance and welfare of all staff and labour and their accommodation, transport etcetera, and the supply of all immigration permits and other requirements;
- (c) Setting out, measuring, inspection, supervision and any topographical survey and drawing necessary for the execution or measurement of the work;
- (d) The provision, transport, use and maintenance of all consumable stores, fuel, water, drainage, electricity and telephones, including those required under the Contract by the Project Manager and his staff;
- (e) Sampling, testing and trials, and checking information given by the Project Manager;
- (f) Commissioning and testing of plant, pipelines, structures and other major components provided under the Contract;
- (g) Damage caused to the works under construction, equipment, materials and consumable stores by weather conditions;
- (h) The provision, erection and removal of all Contractor's offices, equipment yards, stores and temporary works, including fencing and all site restrictions;
- (i) Repair of the Works during the Maintenance Period;

- (j) The rates shall not include items which are already captured in the provisional items

Lump sum items shall include but not be limited to the full inclusive cost of all the temporary and permanent works and all attendant activities necessary to complete the item of work to the satisfaction of the Project Manager.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. Tenderers shall price separately each Item in each of the Parts of the Bill of Quantities (BoQ) and shall follow the instructions regarding transfer of alternative totals in the Grand Summary given in the BoQ.
5. All prices shall be shown inclusive of Import Duties, Customs Service Charges, Environmental Levies and Excise Taxes.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. Rates and prices shall be inserted in the 'Rate' column of the Bill of Quantities in United States Dollars, with cents inserted as decimals of the United States Dollar.
8. Each provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed.

For each Provisional Sum, the Project Manager may instruct:

- (a) Work to be executed (including plant, materials or services to be supplied) by the Contractor.
- (b) Plants, materials or services to be purchased by the Contractor, from a Subcontractor or otherwise; and for which there shall be included in the Contract Price:
 - (i) the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum, for overhead charges and profit, calculated as a percentage rate if (and) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Special Conditions of Contract.

The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

9. The method of measurement of completed work for payment shall be in accordance with the Civil Engineering Standard Method of Measurement, Edition 3 (CESMM3) or otherwise as described in the Bills of Quantities.
10. The calculation units used are the same as specified and allowed in the System International (SI) and used in the Specifications and Bill of Quantities herein. No other but the units used in the Specifications and Bill of Quantities shall be used in measurements, pricing, detail drawings etc. Any units not used in the Specifications and Bill of Quantities shall also be expressed in terms of the SI.

Abbreviations used in the BoQ shall be interpreted as follows:

mm	shall mean	millimetre
m	shall mean	metre
mm ²	shall mean	square millimetre
m ²	shall mean	square metre
m ³	shall mean	cubic metre
ha	shall mean	hectare
kg	shall mean	kilogram
t	shall mean	tonne (1,000 kg)
nr	shall mean	number
no.	shall mean	number
h	shall mean	hour
wk	shall mean	week
mon	shall mean	month
sum	shall mean	lump sum
Prov. Sum	shall mean	provisional sum
km	shall mean	kilometre
L	shall mean	litre
%	shall mean	per cent

11. Presently, all companies doing business in the British Virgin Islands, are liable to be taxed on profit at a fixed rate. Every firm is required to file an income tax return [with Financial Statements attached] at the offices of the Inland Revenue Division showing the net profit or net loss for the income year. Subject to confirmation at the time of signing the Contract, an exemption may be permitted but for the purposes of tendering, payment of these taxes is to be assumed to be required and are to be included in the relevant unit rates bid.
12. The Contractor's attention is drawn to the rules for using the CESMM3 Method Related Charges in the Bill of Quantities, Class A General Items. If the Contractor does not enter a

breakdown of time related charges or fixed charges for the Contractor's operation and risk, it will be assumed that the Contractor has included such charges in rates for other items. Mobilization is a deductible item.

13. The Contractor shall be responsible for carrying out all routine tests required by the Contract other than those specified to be carried out by the Project Manager. All tests carried out by the Contractor shall be monitored by the Project Manager. The Contractor may Sub-contract materials testing to a material laboratory or other organization approved by the Engineer. The cost of all routine testing shall be included in the rates inserted in the Bill of Quantities.
14. Material shall be classified as "rock" when, in the opinion of the Project Manager (who shall take into account the situation in which the excavation is taking place) its excavation requires the use of blasting or compressor and tools or steel wedges and hammers or which cannot be effectively removed or ripped by a single tine operated by a track-type tractor of specified flywheel horsepower of not less than 150 brake horsepower equipped with a single, rear-mounted, heavy-duty ripper. Isolated boulders within a mass of common material which cannot be bodily removed by the Contractor's equipment and suitably disposed of to the Project Manager's satisfaction shall be classified as "rock".
15. Excavation for construction of the Works may be required below the surface of existing bodies of open water (other than groundwater) such as rivers, streams, canals, lakes, reservoirs or estuaries.

B. Day Work Schedule

General

Work shall not be executed on a day work basis except by written order of the Project Manager. Tenderers enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for Day work shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure but excluding meal breaks and

rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the **Schedule of Daywork Rates. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc. as described below:

- (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with the Law of the Virgin Islands. The basic rates will be payable in local currency only.
- (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of staging, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

Daywork Materials

The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made according to the Contract
- (b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in the **Schedule of Daywork Rates. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.

In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the traveling time from the part of the Site where the Contractor's Equipment was located when ordered by the Project Manager to be employed on daywork and the time for return journey thereto shall be included for payment.