

TENDER DOCUMENTS

REFURBISHMENT OF INDIA HOUSE

21-23 Trinidad Crescent Federation Park

Architects
JASPAL BHOGAL ASSOCIATES

Mechanical & Electrical Engineers
JAIN CONSULTANTS T&T LIMITED

Structural Engineers
K S & P LTD

Quantity Surveyors
WR PARTNERSHIP

DEC 2019

**No. Trin/872/12/2016/2
High Commission of India
Port of Spain**

**TENDER FOR SELECTING CONTRACTOR
FOR
*Embassy Residence Renovation Project***

Tender Documents

Tender Contents

A. Technical Bid Documents:

- Document I : Invitation to Tender
- Document I – S-I : Instruction to Bidders (Section-I)
- Document I – S-II : Introduction and Credentials of Bidder (Section-II)*
- Document I – S-III : Terms and Conditions of contract (Section-III)
- Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

- Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)
- Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)
- Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)
- Appendices:
1. Percentage Mark Up on Rates
 2. List of Tender Drawings
 3. Mechanical and Electrical Tender Documents

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

A : TECHNICAL BID DOCUMENTS

Document S-1: Instruction to Bidders

No.Trin/872/12/2016/4
High Commission of India
Port of Spain

TENDER FOR SELECTING CONTRACTOR
FOR
Embassy Residence Renovation Project

Section-I

INSTRUCTIONS TO TENDERERS

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1.0 GENERAL

1.1. Description of Works

- 1.1.1. The Work is the Refurbishment and Extension of the India House – The Official Residence for the Indian High Commissioner to Trinidad and Tobago.
- 1.1.2. The site is located at Trinidad Road within the upscale Federation Park in Maraval. The tenderer should note the restriction in access to and limitations in the use of the site and he shall incorporate in his tender the cost for complying therewith.
- 1.1.3. Tenderers must examine the Drawings and Conditions of Contract (FIDIC, 1999 Edition), visit the site and satisfy themselves as to local conditions, means of access, necessity for the extent of temporary drainage, location of existing services, the extent and nature of the site and works, the restrictions and limitations, the conditions under which work will be carried out, conditions affecting the supply of labour and materials, storage space for materials and plant and generally of all conditions which may in any way affect their Tenders, as no claim on the grounds of lack of knowledge of any such matters will be entertained.
- 1.1.4. All existing roads, paving, services, drains, sewers, etc., serving the site must be protected and maintained during the contract period unless their removal is required as a result of the new work. In this case, approved temporary measures must be taken to maintain all services and Tenderers shall allow for all costs in connection with this.

1.2. Tenders

- 1.2.1. Tenders are invited for these works in open competition. Only firms who have satisfied the employer's pre-qualification requirements are invited to submit tenders.

1.3. Tender Documents

- 1.3.1. Tenders are invited for these Works on the basis of the information contained in the tender documents. The Tenderer shall allow in his tender for all the provisions of the Tender Documents. Should there be any divergence between the information contained in the bills of quantities and the tender drawings, for the purpose of tendering only, the bills of quantities shall take precedence.
- 1.3.2. One copy of the bills of quantities is issued and is to be returned on or before the closing date for receipt of tenders, duly priced with the Letter of Tender completed,

all in accordance with the instructions contained in the Letter of Invitation to tender. All supporting documentation inclusive of equipment literature must be submitted with the priced tender submission.

1.3.3. Provision has been made for the total of each page to be collected at the end of each section of these bills of quantities.

1.3.4. The Engineer will nominate sub-contractors for undertaking the mechanical and electrical installations associated with the works. The Employer would engage another contractor to supply and install the specialist equipment in the basement and the tenderer is to note that his works must be programmed to accommodate the installation of this equipment. A schedule showing the sequencing of installation of the specialist equipment is attached at Appendix 5 of the Tender Documents.

1.4. Cost of Tendering

1.4.1. The Tenderer shall bear all costs associated with the preparation and submission of his tender and the employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.5. Site Visit

1.5.1. The Tenderer is advised to visit and examine the Site of the Works and its surroundings and obtain for himself all information necessary for preparing the tender and entering into a Contract. The costs of visiting the site shall be at the Tenderer's own expense.

1.5.2. The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon express conditions that the Tenderer, his personnel or agents, will release and indemnify the Employer and his personnel and agents from against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

1.5.3. Specific date and time for site visit is as shown in the Letter of Invitation to Tender.

2.0 TENDER DOCUMENTS

2.1. Contents of Tender Document

2.1.1. The set of tender documents issued for the purpose of tendering includes the number of copies stated below of the following documents, together with any Addenda, thereto issued in accordance with Clause 8 and any minutes of the pre-tender meeting issued in accordance with Clause 20.

<u>Number of Copies</u>	<u>Document</u>
1	Bill of Quantities
1	Set of Architectural Drawings
1	Set of Structural Engineering Drawings

2.1.2. Tenderers shall return one original and one copy of the priced Tender Document, inclusive of the Services Installations sections, completely priced, and all Tender Drawings to the place of submission of Tenders as stated in the letter under which cover these on or before the closing date of Tenders.

2.1.3. The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tendering documents. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk. Tenders, which are not substantially responsive to the requirements of the tendering documents, will be rejected.

2.2. Drawings Provided

2.2.1. The drawings enclosed with the tendering documents are provided only to give general guidance to the Contractor in preparing his Tender. A full list of the tender drawings is provided at Appendix IV of the tender package.

2.2.2. Verify on drawings and on site all dimensions shown or given before commencing construction. Work to figured dimensions only and in the absence of any dimensions, or in cases of discrepancies between dimensions, bring the matter to the immediate attention of the Engineer for a decision. For the purpose of construction, the drawings shall take precedence over the Bills of Quantities but in all cases of discrepancies between the documents, bring the matter to the attention of the Engineer whose decision shall be final and binding.

2.3. Bills of Quantities and Specifications

- 2.3.1. The Bills of Quantities have been prepared in accordance with the Standard Method of Measurement for Building Works 5th Edition Metric as authorised by agreement between the Royal Institution of Chartered Surveyors and the National Federation of Building Trades Employer, except where specifically stated to the contrary.
- 2.3.2. Read the Specifications and Drawings as one document and carry out everything for the proper execution of the Works whether or not specifically described or shown therein, provided the same, may reasonably be inferred therefrom.
- 2.3.3. The Bills of Quantities shall not be held to gauge or limit the amount and description of the work to be executed by the Contractor.
- 2.3.4. Items in the Materials and Workmanship (Technical Specifications) section of these Bills of Quantities are deemed to qualify and to be part of every description of work to which they refer.

2.4. Clarification of Tendering Documents

- 2.4.1. A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer and the Engineer in writing, at the addresses indicated in the Tender Documents. The Employer through the Engineer will respond in writing to any request for clarification, which he receives earlier than 7 days prior to the deadline for submission of tenders. Written copies of the Engineer's response (including a description of the inquiry but without identifying its source) will be sent to all prospective Tenderers who have received the Tendering Documents.
- 2.4.2. Such answers, as are necessary, shall be given as a matter of assistance to the Tenderer but they shall not be construed as adding to or taking away from or otherwise altering the meaning and intent of the Tendering Documents, and/or the Tenderer's obligations thereunder, unless such answers are in writing and signed by the Engineer or his authorised representative.

2.5. Amendment of Tendering Documents

- 2.5.1. At any time prior to the deadline for the submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by the issuance of an Addendum.

- 2.5.2. The Addendum will be sent in writing to all invited Tenderers and will be binding upon them. Tenderers shall promptly acknowledge receipt thereof to the Engineer and the Employer.
- 2.5.3. In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing for their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.
- 2.5.4. No alterations in the text of the Bills of Quantities shall be made by the Tenderer, unless instructed in writing by the Engineer. Any unauthorized alteration, amendment, note or additions made to the Bills of Quantities by the Tenderer shall be ignored and only the reading of the printed text will be recognized. If the Tenderer wishes to make an observation as to the printed text in connection with the rates he has inserted, he shall do so in the form of a letter submitted with his tender.

3.0 PREPARATION OF TENDERS

3.1. Language of Tender

- 3.1.1. The tender prepared by the Tenderer and all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer shall be written in the English Language.

3.2. Documents Comprising Tender

- 3.2.1. The Letter of Tender; the Bills of Quantities; and any Addendum and supplementary information required in accordance with the Instructions to Tenderers embodied in these Tendering Documents. The forms and Bills of Quantities provided in these Tendering Documents shall be used without exception.
- 3.2.2. His Company Profile showing financial capability, available human and equipment resources and track record in executing works of the nature herein intended.
- 3.2.3. A project specific method statement which should include the management structure, the management techniques, construction methodology and any other information about the tenderer's capability to satisfactorily undertake the works.

3.3. Tender Prices

- 3.3.1. Unless stated otherwise in the Tendering Documents, the contract shall be for the

whole Works described in these documents, based on the schedule of unit rates and prices submitted by the Tenderer.

- 3.3.2. The Tenderer shall fill in rates and prices, in indelible **ink**, for all items of Works described in the Bills of Quantities, which, is considered to have a money value, whether quantities are stated or not. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities. Lump sums are not to be given where unit rates are applicable.
 - 3.3.3. Unit rates may be used reciprocally in the settlement of accounts unless conflict between them occurs. The Tenderer is therefore to ensure that identical items occurring in different sections of the bills of quantities are not priced at different rates unless this is his deliberate intention.
 - 3.3.4. Where a “prime cost sum” for supply of a particular material is given in the description of the items contained in the bills of quantities, the Tenderer shall allow in his rate for the prime cost sum, overheads and profits on the prime cost sum, cost of the labour involved and his profits on labour, and every other cost associated with the proper execution of the Works.
 - 3.3.5. All duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as of the date 28 days prior to the closing date for submission of tenders, shall be included in the rates and prices and total Tender Price submitted by the Tenderer, and the evaluation and comparison of tenders by the Employer shall be made accordingly.
 - 3.3.6. Firm price; The rate and prices quoted by the Tenderer shall be firm for the duration of the contract and shall not be subjected to adjustment on any account except as otherwise provided in the Conditions of Contract.
- 3.4. Currencies of Tender and Payment
- 3.4.1. The unit rates and prices shall be quoted by the Tenderer entirely in Trinidad & Tobago Currency.
- 3.5. Time
- 3.5.1. Time is of the essence in this contract so that the agreed date for completion must be adhered to.

3.6. Income Tax

3.6.1. The Tenderer is to attach with his tender, a valid Income Tax Certificate issued by the Board of Inland Revenue.

3.7. Value Added Tax

3.7.1. The unit rates quoted by the Tenderer shall be deemed exclusive of Value Added Tax for which the Employer would be liable to the Tenderer under the V.A.T. Act of 1989. V.A.T. is to be added at the relevant line in the Main Summary page only.

3.7.2. To every payment certificate issued, V.A.T. will be allowed at the prevailing rate to the gross amount due on the certificates (i.e. before deduction for retention).

3.7.3. The Tenderer is to attach with his tender, a copy of his V.A.T. Registration Certificate and valid V.A.T. Clearance Certificate issued by the V.A.T. Registration office.

3.8. Tender Validity

3.8.1. Tenders shall remain valid and open for acceptance for a period of 180 days after the date of tender opening.

3.8.2. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the Tenderer for a specified extension to the period of validity. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting his tender security. A Tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his tender security correspondingly.

3.9. Tender Security

3.9.1. A tender security in the sum of two hundred thousand dollars [Trinidad and Tobago Currency] must be submitted with the tender. A sample form of the instrument to be used is attached.

3.10. Variations in Tendering Conditions

3.10.1. Tenderers shall submit offers, which comply fully with the requirements of the Tender Documents, including the basic technical design as indicated in the drawings and specifications.

3.11. Obtaining Information

3.11.1. Neglect or failure on the part of the tenderer to obtain reliable information upon any matters affecting the execution, construction, completion and maintenance of the Works and the contract shall not relieve the Tenderer from any risk or liability for the completion of the Works, nor will any claim for increase of the Contract Price or extension of the Contract Period be allowed as a result of such neglect or failure.

3.12. Pre-Tender Meeting

3.12.1. The Tenderer or his official representative is advised to attend a pre-tender meeting which will be convened at the time and place stated in the Letter of Invitation to tender.

3.12.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at the stage.

3.12.3. The Tenderer is requested to submit any questions in writing, to reach the Engineer not later than one (1) week before the meeting.

3.12.4. Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all firms which have received the Tendering Documents). Any modification of the Tendering Documents listed in Sub-clause 4.4, which may become necessary shall be effected by the issuance of an Addendum pursuant to Clause 4.4, and not through the minutes of the pre-tender meeting.

3.13. Format and Signing of Tenders

3.13.1. The Tenderer shall prepare one original and one copy of the documents comprising the Tender as described in Sub-clause 10.1 of these instructions to Tenderers.

3.13.2. The original and copy of the tender shall be typed or written in ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the Contract.

3.13.3. The complete tender shall be without alterations, interlineations, or erasures, except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

3.13.4. Each Tenderer may submit only one tender. No Tenderer or his agents may participate in the tender of another for the same contract in any relation whatsoever.

4.0 SUBMISSION OF TENDERS

4.1. Packaging

4.1.1. A three-envelope system would apply where:

1.1.1 .1 *Envelope 1: would contain the Bid Security. These are contained as Appendix 5 of the Tender Package.*

1.1.1 .2 *Envelop 2: would contain the documents listed at section 3.2.2 and 3.2.3 of these instructions.*

1.1.1 .3 *Envelope 3: would contain the priced bills of quantities and related appendices.*

4.2. Sealing and Marking of Tenders

4.2.1. Each of the envelopes identified at 4.1 above should be addressed as indicated below.

4.2.2. The three envelopes should then be placed in a single sealed envelope or otherwise securely bundled together.

4.2.3. The envelopes shall each be: -

1.1.1 .4 *be addressed to The Chairman, Tenders Committee, The Indian High Commission, 6A Victoria Avenue, Port of Spain.*

1.1.1 .5 *bear the following identification:*

(i) 'TENDER FOR THE REFURBISHMENT AND EXTENSION TO INDIA HOUSE' to be stated on the right side of the top of the envelope.

and

(ii) the words "DO NOT OPEN BEFORE.... (*insert time and date for receipt of tenders as stated in the letter of invitation or as amended by issuance of an Addendum*)".

and must be deposited as instructed in the Letter of Invitation to Tender.

(iii) The name and address of the Tenderer should be stated on the left side of the bottom of the envelopes. {This should be retained so that the tenders for unsuccessful tenderers can be returned to them without opening the envelope}

4.2.4. If the envelopes are not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender submitted. A tender opened prematurely for this cause will be rejected by the Employer and returned to the Tenderer.

4.3. Deadline for Submission of Tenders

4.3.1. Tenders must be received by the Employer at the address specified above not later than the time specified in the letter of invitation to tender.

4.3.2. The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 4.4, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

4.4. Late Tenders

4.4.1. Any tender received by the Employer after the deadline for submission of the tenders prescribed by the Employer in accordance with Clause 4.2.1 shall be returned unopened to the Tenderer.

4.5. Modification and Withdrawal of Tenders

4.5.1. The Tenderer may modify or withdraw his tender after tender submission, provided that the modification or notice of withdrawal is received in writing by the Employer prior to the prescribed deadline for submission of tenders.

4.5.2. Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 for the submission of tenders, with the envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

4.5.3. Subject to Clause 5.5, no tender may be modified subsequent to the deadline for submission of tenders.

5.0 TENDER OPENING AND EVALUATION

5.1. Tender Opening

5.1.1. On a date to be finalised, the Employer will open:

5.1.1.1. Envelope 1 in the presence of Tenderers' representatives who choose to attend. Should the contents of Envelope 1 fail to meet the requirements of the tender, the other two envelopes would remain unopened and would be returned to the tenderer

5.1.1.2. Envelope 2 in the presence of Tenderers' representatives who choose to attend on the same date as the opening of Envelope 1 at the address stated in the Letter of Invitation. The contents of envelope 2 would be evaluated for compliance.

5.1.2. Upon evaluation of the contents of envelope 2, the tenderers would be notified whether they have met the prequalification requirements. Only tenderers who have satisfactorily met the prequalification requirements would be invited to witness the opening of envelope 3. Should a tenderer fail to meet the requirements for envelope 2, his envelope 3 would be returned unopened.

5.1.3. On a date to be finalised, the Employer will open envelope 3 and declare the tendered amounts in the presence of Tenderer's representatives who choose to attend. At tender opening, the Employer will announce the Tenderer's names, the tender prices, written notifications of tender modifications and withdrawals, if any, and other such details as the Employer may consider appropriate.

5.1.4. The contents of envelope 3 would then be evaluated using prescribed criteria.

5.1.5. The Employer will notify Tenderers of the date and time of the tender opening.

5.1.6. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened. The Employer will examine tenders to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.

5.2. Process to be Confidential

5.2.1. No information relating to the examination, clarification, evaluation and comparison of tenders, and recommendations concerning the award of contract shall be disclosed to Tenderers and other person or persons not officially concerned with

the procedures after the public opening of tenders and before the announcement of the award to the successful Tenderer.

- 5.2.2. Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, shall result in the rejection of the Tenderer's tender.

5.3. Clarification of Tenders

- 5.3.1. To assist in the examination, evaluation and comparison of tenders, the Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correctness of arithmetic errors discovered by the Employer during the evaluation of the tenders in accordance with Clause 5.5.

5.4. Determination of Responsiveness

- 5.4.1. Following the opening of tenders, the Employer shall ascertain whether material errors in computation have been made in the tenders, whether the required guarantees and sureties have been provided, whether the documents have been properly signed, whether the tenders are substantially responsive to the tendering documents and whether the tenders are otherwise generally in order.
- 5.4.2. For purpose of this Clause, a substantially responsive tender is one, which, conforms to all the terms, conditions and specifications of the Tendering Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Tendering Documents, the Employer's rights or the Tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.
- 5.4.3. If a tender does not conform to the specification or is not otherwise substantially responsive, it shall be rejected by the Employer, and shall not subsequently be made responsive by the Tenderer having corrected or withdrawn the non-conforming deviation or reservation.

5.5. Correction of Errors

- 5.5.1. Tenders, which are determined to be substantially responsive, will be checked by the Employer for any arithmetic errors in computation and summation. Errors will be dealt with by the Employer as follows: -
- 5.5.2. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.
- 5.5.3. Where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail.
- 5.5.4. The Tenderer will be notified of corrections due to significant arithmetical errors or obvious errors in pricing or errors in respect of (a) and (b) above and if he does not accept the correction of errors and stand by the tender price, his tender will be rejected.
- 5.5.5. Where errors are discovered after acceptance of the tender, the Tenderer would be deemed to have stood by his tender price. For the purposes of administering the contract and for interim payments and settlement of accounts all rates or prices (excluding preliminary items, prime cost and provisional sums) inserted therein by the Tenderer will be reduced or increased in the same proportion as the corrected total of priced items exceeds or falls short of the original total of such items. Alternatively, by agreement with the Tenderer, the total net error shall be added to or deducted from the total shown against Preliminaries, so that the tender sum remains the same.
- 5.5.6. The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without the written approval of the Employer shall be ignored and the text of the Bills of Quantities as printed shall be adhered to.

5.6. Evaluation and Comparison of Tenders

- 5.6.1. The Employer will evaluate and compare only tenders determined to be substantially responsive to the requirements of the Tendering Documents in accordance with Clause 5.4.

- 5.6.2. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.
- 5.6.3. Any tender which in the opinion of the Employer is so unbalanced between various unit prices in the Bills of Quantities as to be detrimental to the interest of the Employer shall be rejected.
- 5.6.4. For a tender to be complete the Tenderer shall fill in all schedules and provide all subsidiary information, all of which will be taken into consideration in the evaluation of a tender and failure to complete all documents as required may render the tender non responsive.

6.0 AWARD OF CONTRACT

6.1. Award Criteria

- 6.1.1. Subject to Clause 6.2, the Employer will award the contract to the Tenderer whose tender has been determine to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price pursuant to Clause 5.6 but not necessarily the lowest submitted price, provided that the Tenderer has the capacity and resources to carry out the Contract effectively.

6.2. Employer's Right to Accept Any Tender and to Reject Any or All Tenders

- 6.2.1. Notwithstanding Clause 6.1.1, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject tenders, at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderers of the grounds for the Employer's action.
- 6.2.2. The Employer is not obligated to accept the lowest or any tender. The Employer may declare the tendering process void when none of the tenders meet the intent of the specifications or when it is evident that there has been a lack of competition and/or that there has been collusion. In addition, all Tenders may be rejected if they are substantially higher than the official budget approved by the Employer. The award will be made to the Tenderer whose tender has been evaluated as the lowest in accordance with Clause 5.6 and 6.1.1 – except when intervening circumstances have changed the Tenderer's status. Individual tenders may be

rejected in cases where the particular tender is so much lower than the official estimate that it is reasonable to conclude that the Tenderer will not be able to complete the works within the specified time and at the price offered.

6.3. Notification of Award

6.3.1. Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing by registered letter that his tender has been accepted. This letter (hereafter called "Letter of Acceptance") shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "The Contract Price").

6.3.2. The notification of award will constitute the formation of the Contract.

6.3.3. Upon the furnishing by the successful Tenderer of a performance security in accordance with the provisions of Clause 6.5, the Employer will promptly notify each unsuccessful Tenderer.

6.4. Signing of Agreement

6.4.1. At the same time that he notifies the successful Tenderer that his tender has been accepted, the Employer will send the Tenderer the Contract Agreement provided in the Tendering Documents, incorporating all agreements between the parties.

6.4.2. Within 14 days of delivery of the Contract Agreement, and upon the furnishing of the performance security in accordance with Clause 6.5, the successful Tenderer shall sign the Contract Agreement and deliver it to the Employer.

6.5. Performance Security

6.5.1. Within 14 days of receipt of the notification of award from the Employer, the successful Tenderer shall furnish to the Employer a performance security in the form of a bank guarantee in an amount of five (5%) percent of the Contract Price or (at the Tenderer's option) a performance bond in an amount of five percent (5%) of the Contract Price in accordance with the Conditions of Contract.

6.5.2. If the performance security is to be provided by the successful Tenderer in the form of a bank guarantee, it shall be issued either (a) at the Tenderer's option, by a bank located in the country of the Employer or a foreign bank through a

correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

- 6.5.3. If the performance security is to be provided by the successful Tenderer in the form of a bond, it shall be issued by a bonding or insurance company acceptable to the Employer.
- 6.5.4. The performance security must remain valid up to sixty days [60 days] beyond the issue of the Performance Certificate.
- 6.5.5. Failure of the successful Tenderer to comply with the requirements of Clause 6.4 or Clause 6.5 shall constitute sufficient grounds for the annulment of the award.

7.0 EXISTING CONDITIONS

7.1. Schedule of Existing Conditions

- 7.1.1. Before commencement of the Contract, a Schedule of Conditions of all areas surrounding the work site shall be agreed between the Engineer and the Contractor. On completion of the Contract, the Contractor shall reinstate these areas to their original condition.

7.2. Adjacent Buildings

- 7.2.1. The Contractor shall take care in carrying out any part of the work in close proximity to, or affecting adjacent buildings. He shall obtain the consent and approval of the owners of such properties and the Employer, prior to entering any adjacent property for the purposes of carrying out work and shall not enter upon the property or carry out any work unless and until such consent has been obtained.

8.0 SPECIAL INSTRUCTIONS

8.1. Schedule of Approved Sub-contractors for the Services Installations

- 8.1.1. The Tenderer is advised that the following is an approved list of sub-contractors for the Services Installations. Only quotations received from these sub-contractors would be recognized in the evaluation of tenders submitted by Tenderers. Should the tenderer elect to engage a specialist other than those listed hereunder, he should seek the approval of the M&E consultant at least 7 days prior to the date of

tender. The M&E consultant would require that the tenderer provide detailed financial and track record particulars of the proposed specialist before making a decision which decision would be final and binding upon the tenderer.

Air-conditioning Installations:

- i. Abel Building Solutions
- ii. Cool Caribbean Limited
- iii. Peake Technologies
- iv. Climate Control Limited.
- v. All Temp Limited
- vi. Daitech Limited

Electrical Installations:

- i. Russel Ramsammy Electrical Contractors
- ii. Trinitec Electrical
- iii. United Electrical
- iv. TEC Engineering

Plumbing Installations:

- i. WVA Engineering Co. Ltd
- ii. Haynes Plumbing [1990] Limited
- iii. Anthony James Plumbing
- iv. Complete Plumbing