

**CONDITIONS OF TENDERING**  
**PROPOSED CONTAINER PREFAB EYE UNIT**

- 1 Tenders shall be submitted in a plain sealed envelope with the name of the project clearly marked on the outside and the following documents duly filled in or monied out and completed in ink:-
  - a) Form of Tender
  - b) Form of Surety Undertaking
  - c) Particular Preliminaries
  - d) General Preliminaries
  - e) Bills of Quantities
  - f) Grand Summary
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  - i) Tenders must be delivered to the place and at the time stipulated on the invitation letter and immediately thereafter they shall be opened by the Employer and Contractors or their representatives being permitted to be present.
  - ii) In the case of the tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time to reach the said office not later than the above stipulated time.
  - iii) Any tender delivered after the above stipulated time for whatever reason(s) will not be considered.
  - iv) In no case will any deposit or expense incurred by a tenderer in the preparation of his tender be allowed.
- 3 Tenders shall remain valid for **Ninety (90) days** from the final date of submission of tenders stipulated in paragraph 2(i) above, and no tenderer may withdraw his tender within that period.
- 4 The Employer shall not be bound to accept the lowest or any tender.
- 5 The Employer shall notify the accepted approved tenderer (if any) of such acceptance by letter within Ninety (90) days during which, by paragraph 3 above, the tender is to remain valid and the said tenderers shall then within the time stated in the Form of Tender first execute the Formal Contract Agreement and on the same day his approved Surety shall sign the Bond. The Employer, however, reserves the right to extend the period for executing the Formal Agreement if satisfied that there are adequate reasons for so doing.
- 6 Every notice to be given to a tenderer may, if the Employer thinks fit, be posted to the tenderer's address given in his tender or communicated to him electronically and such posting or electronic communication shall be deemed good service of such notice.
- 7 The word "approved tenderer" shall mean that the tenderer shall be approved by the Employer and shall have complied with these Conditions in every respect.
- 8 The word "tenderer" in these Conditions shall be deemed to include two or more persons. The word "his" may also mean "their" and the word "he" may also mean "they".

## **CONDITIONS OF TENDERING CONTINUED**

- 9 i) If it is found on the examination of a tender that there is any discrepancy between the total amount of the tender and the amount arrived at by valuing the items set out in the schedule of works at the rates or prices set against them by the tenderer, then the figure shall be corrected arithmetically and the difference between the tender and the corrected total shall be applied as a percentage adjustment of addition or omission on all the rates and preliminaries so that the original tender amount remains unaltered. When calculating the percentage adjustment the total cost of net prime cost and provisional sums including contingencies shall be excluded.
- ii) If it is found on examination that any rates for the work appear unreasonable then the attention of the tenderer shall be drawn to any such items: if as a result of this the tenderer asks for any rates to be changed then the arithmetical effect of any change will be adjusted in accordance with sub-paragraph (i) above.
- iii) Any discount the tenderer may wish to give shall be treated as a discrepancy in accordance with sub-paragraph (i) above.
- 10 Tenderers shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another tenderer; or
  - c) Has the same legal representative as another tenderer; or
  - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Employer regarding this tendering process; or
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
  - f) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
  - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
  - h) Has a close business or family relationship with a professional staff of the Employer who:
    - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the tendering process and execution of the Contract
- 11 Non-compliance with the above Conditions in any respect shall render the tender liable to rejection.