

INSTRUCTIONS TO BIDDERS

PART ONE: GENERAL

1.1 Bid Proposals/Invitation to Tender

1.1.1 Sealed proposals shall be addressed to:

and delivered enclosed in a sealed envelope, marked "Proposal" and bearing the title of the Work and the name of the Bidder.

1.1.2 Before submitting a proposal, Bidders shall carefully examine all documents and specifications and fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the contract.

1.1.3 The base proposal shall, in all cases, call out items being submitted as specified with each item priced individually and a separate total price for delivery, installation and site supervision. All applicable taxes and duties including but not limited to city, state and national shall be included and added as a separate charge. The above mentioned figures shall be included in a grand total contract price. Bidder shall contact the firm/person identified in Paragraph 1.1.1 above to determine/verify the proposal format, quantity of proposals and/or bid forms required.

1.1.4 The required date for delivery of the proposal, together with all documents and specifications issued to the Bidder shall be as required by the owner.

1.1.5 The Owner does not obligate himself to accept the lowest or any other bid; Owner reserves the right to reject any and all bids and to waive technicalities and informalities. The opening of bids shall be private.

1.1.6 One set of documents and specifications will be available to each Bidder.

1.1.7 All verbal agreements shall be null and void affecting the contract price.

- 1.1.8 The competency and responsibility of the Bidders and of their proposed sub-contractors will be considered in making the awards. The Owner reserves the right to examine the contractor's sub-bids, and in consultation with the Consultant, select a list of sub-contractors, paying to the Contractor any additional difference between the sub-bid, which has been used by the Contractor, and the one selected by the Owner.
- 1.1.9 Bidder represents that by submitting his bid it is based upon the products, materials and finishes described, named or implied in the Contract Documents, that he has read and understands those contract documents and all documents pertaining to his work, and that he has visited the site and familiarized himself with local conditions under which Work is to be performed. Bidder also represents with his submittal that he understands the project schedule and can commit to it.
- 1.1.10 When submission of samples during bid period is required or requested, the samples shall be sent to a place designated by the Consultant. The Consultant assumes no responsibility for these samples at any time. Each Bidder shall be responsible for the cost and care of his respective samples, not only in transit to and from the sample space, but also during the time they are on exhibit, and they shall remove them from the premises within two (2) weeks after receiving notice from Consultant.
- 1.1.11 No bid may be modified, withdrawn or cancelled for a period of thirty-five (35) days after the time designated above for receipt of bids.
- 1.1.12 With his bid, the Interior Contractor shall identify for the Owner any special equipment or services which he may require of the Owner for the proper delivery and installation of the Work.
- 1.1.13 With his bid the Interior Contractor/Vendor shall allow for all increases in material/labor costs which may occur during the period from the time of

bid to scheduled completion of the work.

- 1.1.14 The successful Bidder must enter into a written contract with the Owner.

1.2 Qualifications of Bidders/Tenderers

- 1.2.1 Bidders/Tenderers may be requested by the Owner and/or Designer to submit a statement of facts as to their previous experience in performing similar or comparable work, their financial responsibility and their plant facilities available for use in performance of the work.

1.3 Request Interpretations

- 1.3.1 Each Bidder, after having carefully examined the Bidding Documents and not later than five (5) full days prior to date for receipt of bids, shall make written request to Owner's Representative for interpretations or correction of any ambiguity, inconsistency or error therein which he may discover, and failure on part of successful Bidder to do so shall not relieve him, later as Contractor, of obligation to execute such Work in accord with a later interpretation by Consultant.
- 1.3.2 Any interpretation or correction to the Bidding Documents will be issued as an Addendum by Consultant to all Bidders. Only such written interpretation or correction by Addendum shall be binding; neither the Owner nor the Consultant will be responsible for interpretations or corrections given by any other methods.
- 1.3.3 Any questions regarding interpretation or description as to design, construction, etc. of items specified or shown in the Contract Documents shall be resolved prior to acceptance of bids. Questions which may arise after the contract is executed shall be subject to the interpretations of the Consultant, whose decision shall be final.
- 1.3.4 Where observed disagreement occurs between drawings and specifications or within either document itself, submit notice of same and assumption

concerning same in proposal. Thereafter the item of better quality, greater quantity or higher cost shall be included in the bid, unless otherwise directed by written notice and/or addenda.

- 1.3.5 Addendum will be sent by registered courier or First Class Mail to all having Bidding Documents on this Work and to such addresses as directed.

1.4 Substitutions

- 1.4.1 When two or more products are specified for an item of Work, any one is acceptable and the choice is left to the Bidder. When only one product is specified or when the term "or approved equal" is used in connection with specified products, the Bidder may offer for approval a substitute product which will completely accomplish the purpose of the Contract Documents. When a specific material or finish is specified as well as a guarantee of the results, the Bidder shall, if in his judgment the material or finish may not produce the required result, offer for approval an alternate material and/or finish which he would guarantee. All such offers must be made in writing in accordance with the procedures according to Section 01640.
- 1.4.2 Any substitute product, material or finish offered by a Bidder as an equivalent to that specified shall be submitted in complete accordance with Section 01640. The Bidder shall completely describe the item for which approval is requested and its effect on any required guarantees.
- 1.4.3 Approval of requests for substitutions or products, material and/or finishes other than those specified will be contingent upon submission of proof, satisfactory to the Consultant, that: (1) they are equal in quality and serviceability to the specified products; (2) their use will not entail changes in details, plan, arrangement and construction of related work; (3) they are acceptable in consideration of the required design and artistic effect; and (4) these will not be a cost disadvantage to the Owner.
- 1.3.4 The Bidder shall furnish with the first submittal, in addition to that required by Section 01640, such

drawings, specifications, samples, performance data and other information as may be required of him to assist the Consultant in determining whether the proposed substitution is acceptable. No consideration will be given to incomplete submittals.

PART TWO: DEFINITIONS

2.1 Principals and Definitions

2.1.1 All definitions and principals set forth in the General Conditions are applicable also to these Instructions to Bidders. In addition, the following definitions apply to terms used in the Bid Form and these Instructions:

- a. "Bidding Document" includes the Instructions to Bidders, Contract Conditions, drawings and specifications including any Addenda issued prior to receipt of bids. ABidding Document≅ and ATender Document≅ are synonymous.
- b. "Addenda" are written or graphic instruments issued prior to execution of the Contract which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed. ABidder≅ and ATenderer≅ are synonymous.
- c. "Bidder" is the Contractor/Vendor who signs the Bid for this Work.
- d. "Successful Bidder" is the Bidder who successfully consummates the prerequisites to execution of Contract for this Work.
- e. "Contract Conditions, Specifications and Drawings" governing this Work are identified as follows:
 - 1. "Contract Conditions and Specifications" as bound in the Project Manual and listed in the "Manual Contents" pages.
 - 2. "Drawings" as listed under "Drawing Contents" in the Project Manual.

- f. "Work" comprises the completed services, furnishings and equipment required by the Bidding Document.
- g. "Owner" is the person or organization so indicated in the Invitation to Bid.
- h. "Consultant/Interior Designer" shall mean:

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END OF SECTION