SECTION  – instruction to bidders - e-bidding

1. General
   1. INVITATION TO BID
      1. Offers, signed, executed, dated, and in compliance with the Instructions to Bidders will be received by the Owner through the Client Platform from pre-qualified General Contractors only.
      2. A bidder who has not obtained this bid call through Client Platform may have its proposal disqualified unless a Proponent has requested this bid call from Client Platform on that proponent's behalf and that proponent has identified the Proponent on the Proposal Return Label for its proposal. Failure to identify the Proponent in this manner may result in disqualification of a proposal.
         1. Govan Brown & Associates Limited
         2. Marant Construction Limited
         3. Trigon Construction Management
      3. Only Subcontractors indicated in the Approved Contractors List, appended to this Section, may Bid to invited General Contractors.
      4. Potential Bidders are advised that they are under no obligation to submit a Bid, and those who do, do so at their own economic risk.
      5. Bids will only be accepted from invited Bidders.
   2. SUMMARY
      1. Intent of this Bid call is to solicit and receive formal offers to perform the following Interior Renovation Project:

XXXXXXXX

* + 1. Bids shall be prepared and electronically submitted, and Bidding process administered in accordance with these Bidding requirements.
  1. COMPLIANCE
     1. The Bidder acknowledges that by submitting a compliant bid, it has accepted an offer by the Owner to enter into a “bid contract” for the evaluation of bids and the award of the Contract, if an award is made. The Bidder acknowledges that the terms of the “bid contract” are represented by the Bid Documents.
     2. Failure to submit a bid which complies with the requirements of these Instructions to Bidders may cause a bid to be declared non-compliant and therefore not considered by the Owner.
     3. The Owner reserves the right to waive any non-compliance and accept such a Bid, if, in the Owner’s opinion, any such non-compliance does not give such Bidder an unfair advantage over the other Bidders.
  2. BID SUBMISSION
     1. Submit one (1) completed original version of the Bid Form and Contract Agreement electronically through Client Platform, the electronic tendering system used by the Owner.
     2. Bids must be received prior to 14:00:00 local time on Thursday, February 25th, 2021. The term “local time” shall mean the time as measured by Client Platform.
     3. Bid Form shall be filled out in ink or typing, signed in longhand by a duly authorized company official, and sealed with either company corporate seal or stamp.
     4. Bids will be date and time stamped electronically by Client Platform.
     5. Late bids will not be accepted by Client Platform.
     6. Bids received by any means other than through Client Platform **shall** be returned unopened.
     7. Bidders are solely responsible for ensuring that their bids are submitted to Client Platform prior to the date and time specified above.
     8. Submit Section 00 43 13 Procurement Form Supplements, completely filled out and signed by same person(s) whose signature appears on Bid Form. Failure to submit Section 00 43 13 with the bid form or incomplete submissions may lead to disqualification of Bid.
     9. Submissions shall be submitted on, and in accordance with, forms supplied by the Owner. **All responses are to be submitted to Starbucks Toronto, through the use of Client Platform.** Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
     10. Questions concerning submitting through Client Platform should be addressed to:
         1. Starbucks Toronto.
     11. Bid Documents and all amendments will be available only through Client Platform.
     12. Any proposal response from a bidder whose name does not appear in the Approved Contractors List, as appended to this Section, will be declared invalid, and the proposal response will not be considered.
     13. Client Platform does not allow submissions to be uploaded after the bid submission deadline, so the Bidder should allow plenty of time to upload the documents.
  3. BID COMPLETION
     1. Information provided by bidders on the Bid Forms may be amended prior bid closing, in accordance with the rules provided by Client Platform. Other modifications, erasures, additions, conditions, qualifications, or un-initialed pre-closing amendments may result in the bid being declared noncompliant.
     2. Bids that are not on original forms, are improperly signed, un-initialed, incomplete, conditional, or illegible, may be declared non-compliant.
  4. OWNER'S RIGHT REGARDING BIDS
     1. The Owner reserves the right to reject any or all Bids. The lowest bid will not necessarily be accepted.
  5. BID DOCUMENTS
     1. The following documents form the basis of this Bid and shall be examined by Bidders:
        1. Instructions to Bidders
        2. Bid Form,
        3. Procurement Form Supplements
        4. Contract
        5. Specifications Divisions 1 to 49 inclusive, as indicated in Section 00 01 10 Table of Contents.
        6. Drawings as listed in the Drawing Index, on Drawing G00.01.
        7. Addenda Issued prior to Bid Closing.
     2. Complete sets of Bid Documents are only available through Client Platform. Copies will not be made available from the Owner. Bid Documents will **not** be issued by e-mail, mail or courier.
     3. Bid Documents may be viewed at the office of the Consultant and the Owner.
     4. The Bid Documents are made available only for the purpose of submitting bids for the Project. Availability and/or use of the Bid Documents do not confer a license or grant for any other purpose.
  6. BID ANALYSIS
     1. Bidders, if successful, must agree to provide a general analysis of their Bid Price, prior to award of Contract, in whatever form the Consultant may reasonably request.
  7. SITE EXAMINATION
     1. In submitting a Bid, it will be mandatory that the Bidders have carefully examined the site of the proposed Work and have fully informed themselves as to the existing conditions and limitations and have included in the Bid Price, the complete cost of the Work contemplated by the Drawings, and Specifications.
     2. The site will be made available, <insert details>.
  8. ADDENDA
     1. Bidders finding discrepancies, ambiguities, or omissions in the Drawings and/or Specifications or having doubt as to the meaning or intent thereof shall immediately notify the Consultant, who may issue instructions and/or clarifications, in the form of Addenda to all Bidders. Bidders may also, during the Biding Period, be advised by Addenda of any additions, deletions or alterations to the Drawings and Specifications. All such Addenda shall become part of the Bid Documents.
  9. ENQUIRIES
     1. Direct enquiries during the Bid Period to Client Platform, prior to <insert hour> local time on <insert date>.
  10. CONTRACT
      1. The successful Bidder shall be required to enter into a formal contract with the Owner based on the Terms and Conditions of the Bid Form, the Instructions to Bidders and all other Contract Documents described therein. The Bidder shall be required to sign triplicate copies of the Contract Documents.
  11. LIST OF SUBCONTRACTORS
      1. The Contractor shall list in Section 00 43 13 Procurement Form Supplements, the names of all Subcontractors he proposes to employ. List to be submitted within twenty-four (24) hours after Bid closing.
      2. No deviation from this list will be permitted after the acceptance of the Bid without the approval of both the Owner and the Consultant.
  12. BID BOND AND AGREEMENT TO BOND
      1. Include a Bid Bond in the amount of 10% of the Total Bid price. Cost of Bid Bond to be included in the Bid Price.
      2. Each Bid shall be accompanied by an Agreement to provide a Performance Bond and a Labour and Material Payment Bond, issued by a recognized surety company, stating that, if awarded the Contract, the Bidder will execute and enter into a formal agreement within the time required. Each Bond shall be in the amount of 50% of the Bid Price.
      3. Cost of Bonds to be included in the total Bid Price and shown as an itemized price in Section 00 43 13 Procurement Form Supplements.
      4. Bids not accompanied by an Agreement to Bond may be declared invalid.
  13. BID OPENING AND ACCEPTANCE
      1. It shall be understood by all Bidders that the Bid including Section 00 43 13 Procurement Form Supplements shall be valid and subject to acceptance by the Owner and that no adjustment shall be made to the Bid Price for a period of up to and including sixty-five (65) days from the date of closing of Bids.
      2. Bids will be opened in private immediately after Bid closing time, at address indicated. Information arising from Bid Opening will be considered confidential and Owner is not obligated to notify Bidders or public of Bid Prices. No other information will be provided.
      3. A Bid may not be withdrawn at or after time and date fixed for receiving Bids and that Bid shall be held irrevocable and open to acceptance by Owner until:
         1. Some other person has entered into a Contract with Owner for performance of Work or,
         2. Sixty-five (65) days after time and date fixed for receiving Bids, whichever occurs first.
      4. Sixty-five (65) day period referred to above shall commence at 12:00 midnight of the day fixed for receiving Bids and shall terminate at 12:00 midnight of the 65th day thereafter. If the 65th day falls on Saturday or a Sunday, or on a statutory holiday, such day or days shall be omitted from the computation.
      5. Award of a contract will be posted on Client Platform. No other notification of award to the unsuccessful bidders will be made.
  14. DISCREPANCIES IN BIDS
      1. Discrepancies between words and numbers will be resolved in favour of words.
      2. Discrepancies between the indicated sum of any column or figures and correct sum thereof will be resolved in favour of the correct sum.
      3. Discrepancies between (a) the multiplications of unit price quoted with quantity; and (b) the amount indicated for that item, will be resolved in favour of the correct multiplication amount using the unit price quoted.
      4. When a total amount is indicated against a unit price item without the unit price shown, the unit price shall be calculated by dividing the amount quoted with the quantity indicated for that particular item to establish a unit price.
  15. TAXES
      1. Include in the Contract Price, all applicable Provincial Taxes and all other Customs Duties, Excise Taxes, excluding Harmonized Sales Tax (HST). Harmonized Sales Tax (HST) shall be included in the space(s) provided in Section 00 41 00 Bid Form.
  16. PERMITS
      1. The Contractor shall obtain all necessary permits for the Work herein specified, except that the Owner will obtain and pay for the building permit. All other permits required shall be at the expense of the Contractor.
  17. LABOUR RATES
      1. Submit where indicated in Section 00 43 13 Procurement Form Supplements for various trades to be used as adjustments to stipulated sum Bid Price on account of additions or deletions to the Work authorized by Owner or Consultant. These rates shall be submitted within twenty-four (24) hours after Bid Closing.
  18. CONTRACT TIME
      1. Successful Bidder shall be prepared to commence work within one week of Contract award or on confirmation by Letter of Intent prior to signing of Contract.
      2. Early completion of the work may be a factor in awarding the Contract.
      3. Include with Bid Form a proposed construction schedule in the form of a simple bar chart.
  19. CONSTRUCTION PERSONNEL INFORMATION
      1. Selection of construction personnel may be a deciding factor in award of this Contract. Therefore, it is imperative that Contractors submit resumes and/or curriculum vitae of the project manager, general superintendent and safety coordinator that shall perform Work of this Contract.
      2. Construction personnel information shall be clearly typed and formatted to present vital information in a logical manner, with the Contractor's name prominently shown. Submit construction personnel information with Bid Form.
  20. SITE ACCESS
  21. Construction access shall be as approved by the Owner and municipal authorities.

END OF SECTION