

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TEN (10) LABORATORY ANALYTICAL INSTRUMENTS FOR WATER QUALITY OFFICE OF PUB

PREAMBLE TO SCHEDULE OF PRICES

1. Attention is directed to the Instructions to Tenderers, Form of Tender, Conditions of Contract, Specifications, Drawings (if any) and all other documents attached to this Contract, which shall be read in conjunction with the Schedule of Prices.
2. The following shall also be read in conjunction with the respective items in the Schedule of Prices and Tenderers are required to make allowance in their rates/prices for complying with the following:
3. GENERAL
 - 3.1 Tenderers shall be held to have understood fully all matters concerning the works/services to be carried out and/or goods/materials to be supplied under this Contract. Any query must be settled with the Board prior to the submission of the tender. No consideration will be given to any query raised by the successful Tenderer (hereinafter called "the Contractor) indicating the lack of comprehension of the works/services to be done or goods/materials to be supplied after the acceptance of this tender.
 - 3.2 Each individual item shall be priced as described in the Schedule of Prices. No alteration shall be made by Tenderers to the items and/or item descriptions of the Schedule of Prices. Amendment to the Schedule of Prices may cause the tender to be invalid.
 - 3.3 The rate/price for every item in the Schedule of Prices shall be rounded to two (2) decimal places.
 - 3.4 The rates/prices entered in the Schedule of Prices shall be deemed to be fully inclusive of the following for the proper execution and completion of the supply of Goods, unless expressly stated otherwise:
 - a. All site costs, site supervision, overhead charges, establishment charges, profit and attendance including all other costs in connection herewith;
 - b. Preliminary and temporary works/services not specifically provided for in the Schedule of Prices;
 - c. General obligations, liabilities, risks and expenses involved in the execution and completion of the supply of the Goods set forth or reasonably implied in the documents on which the tender is based;
 - d. All expenses for and in association with compliance with the Conditions of Contract,

Specifications and Drawings (if any);

- e. Waste on materials, duties, insurances, levies, landing charges, transport by sea and/or land, storage, unloading, courier/communication, labour, computer time, plans and report printing, drawings and documents printing, statutory contributions, packing, delivery, support, hoisting, placing, finishing, maintenance, other disbursements and incidental costs, and anything reasonably to be inferred from the description(s) of the item(s) and/or indispensably necessary thereto.
- 3.5 The rate/price for every item in the Schedule of Prices shall include costs for all the above (where applicable together with any allowance for profit thereon), except, item(s) expressly provided separately (as separate item(s)) under the Schedule of Prices.
- 3.6 The rates/prices priced by the Contractor shall be held to include works/services that may be carried out after normal working hours such as at night and during weekends and on public holidays, the Contractor shall not be entitled to claim for extra over the items in the Schedule of Prices, unless expressly stated otherwise.
- 3.7 The rates/prices priced by the Contractor shall be also held to allow for all difficulties encountered in the execution and completion of the supply of the Goods under the Contract. The Contractor shall be required to undertake the works/services irrespective of the flow conditions, access difficulty, restricted working space at certain portions of the work, etc. No claims will be entertained except as provided for in the Schedule of Prices.
- 3.8 General directions and descriptions of works/services/goods and materials specified in the Specifications are not necessarily repeated in the Schedule of Prices. Reference should be made to the Specifications for information.
- 3.9 All the information entered in the Schedule of Prices will be binding on the Contractor and shall not be deviated without permission by the Board.
- 3.10 The Contractor shall take special note of the presence of other contractors on site and make necessary allowance in his pricing and work programme accordingly. He shall be expected from time to time to co-ordinate his works/services with other contractors, and shall not be entitled to claim for extra in complying with such requirement.
- 3.11 The Board reserves the right to award the tender in whole or in parts.

4. UNPRICED ITEMS

- 4.1 Each item in the Schedule of Prices shall be priced. Where “nil”, ”NIL”, “N.A.”, “NA”, “Not Applicable”, “included”, “INCL”, “INC”, “INCLD”, “J” or “-” is inserted against any item in the Schedule of Prices or the item is left blank without any rate/price by the Contractor, it shall be deemed that the Contractor has included the price for this item in the rates/prices for other items in the Schedule of Prices.

4.2 If the unpriced items described in the above clause occurred for which quantity has been provided in the Schedule of Prices, then the value of work for carrying out the specified quantity shall be deemed to have been included by the Contractor in the rates/prices for other items. No adjustment shall be made to the Contract Sum if the final quantity completed is the same as the specified quantity. However, if the final quantity completed differs from the specified quantity, then the difference in the quantities shall be treated as a variation to the contract and the amount to be added to the Contract Sum (if the final quantity exceeds the specified quantity) or deducted from the Contract Sum (if the final quantity is less than the specified quantity) shall be assessed by the Board.

5. ERRORS ADJUSTMENT

5.1 This clause is applicable for adjustments arising from any of the following scenarios:

- a. Any errors in the rates/prices and calculations of the Contractor in the Schedule of Prices submitted by him, including but not limited to, errors in additions, reductions, multiplications and transferring of amounts;
- b. The amount for a particular item/schedule exceeds the specified percentage as stated in the Specifications, Preamble and/or Schedule of Prices;
- c. The amount for a particular item/schedule is less than the specified percentage as stated in the Specifications, Preamble and/or Schedule of Prices;
- d. Any other price adjustment to any items in the Schedule of Prices to comply with the requirements specified in the tender document.

5.2 Any error adjustment shall before the signing of the Contract be so rectified and adjusted that, when correctly calculated, the total amount shall represent the same amount as that tendered and submitted in GeBIZ and the Form of Tender by the Contractor.

5.3 The net aggregate amount of errors will be calculated as a percentage of the Tender Sum and all unit rates/prices throughout the Schedule of Prices shall be subject to such percentage deduction or addition as the case may be. Provided always that Prime Cost and Provisional Sum shall be excluded from the calculation and shall not be subject to such percentage deduction or addition.

5.4 Alternatively, if the net aggregate amount of errors arising from any of the above mentioned scenarios is insignificant, it may be added to or deducted from any one or more lump-sum items, at the liberty of the Board. The net aggregate amount of errors is considered insignificant if it is less than 0.01% of the Tender Sum.

6. Additional Items Included by Tenderer

- 6.1 The Schedule of Prices does not attempt to list each and every item of works/services/goods, as described in the Specifications or shown on the Drawings or otherwise necessary for the total completion of the supply of the Goods. All items specified in the Specifications or indicated on the Drawings or otherwise necessary for all Goods under the Contract but which do not appear to be an item in the Schedule of Prices shall be deemed to be included in the rates/prices in other items tendered by the Contractor.
- 6.2 If the Contractor considers it necessary to be paid separately for any additional items, then he shall include these items under “Others” provided in the Preliminaries and General (P&G) Schedule. The Contractor shall provide a detailed description of the additional items required. Justification for additional items may be requested for tender evaluation.
- 6.3 If the Contractor includes these additional items in other schedules rather than the P&G Schedule, these items shall be treated as items in the P&G Schedule which is subject to the requirements stated in the Clause on “Pricing for Preliminaries and General (P&G) Schedule”.