



Guide to Calling Electrical Tenders

This guide has been prepared by the Standard Practices Committee of the Greater Toronto Electrical Contractors Association.

This Association does not recommend the practice of telephone tenders, and believes that the tendering process should be conducted in an orderly manner.

The purpose of this guide is to recommend procedures for the calling of tenders that will result in tenders being properly prepared and submitted within the various restraints of the tender process. It is believed that the existence of suitable guidelines will be of benefit to Owners, Consultants and Contractors.

Method of Tendering

Tenders should be received in writing at the same time and the same place. One of the following methods of tendering is recommended.

- a) Bid Depository.
- b) To the Consultant/Owner who will forward all tenders to the Prime Contractors tendering the Project.
- c) To the Consultant/Owner who will forward the selected tender to the Prime Contractors tendering the Project.
- d) To the Consultant/Owner when there is no Prime Contractor or when the Electrical Contractor is selected independent of the Prime Contractor.
- e) To a Construction Manager acting on behalf of the Owner.

Instructions to Tenderers

Tender documents should contain instructions to tenderers having reference to the specific trade and project being tendered, and should include the following:

- a) A clear description of the scope of work to be included in the tenders.
- b) Time and place for receiving tenders.

- c) Number of copies of the tender required.
- d) Bid, performance and payment bonds required.
- e) Instructions concerning alternate, separate and other prices.
- f) Time and place of pre-tender meetings, if required.
- g) Projected start and completion dates.
- h) Provisions should be made in the contract documents for arbitration proceedings.
- i) In cases where deposits are normally required for drawings these deposits will not be cashed and will be returned immediately upon return of drawings.

Tender Period

The tender period should be sufficient for the Project being tendered, and in no event should be less than 15 working days.

It is recommended that tender closing days be Tuesday, Wednesday, Thursday or Friday, but in no event should tender be closed on the day immediately following a holiday. It is further recommended that the tender closing hour be established as 3:00 p.m.

Addenda

The issuing of addenda should be kept to a minimum and should be used for major changes only. Minor changes should be handled after the successful tenderer is selected. No addendum should be issued within 72 hours of the time of close of tender unless the date of tender closing is appropriately extended. Addendum changes should be highlighted to enable the tenderers to identify the changes.

Tender Forms

Tender Forms should be identical for all tenderers and issued with the tender documents, and be designed to require only information that is necessary to evaluate the tender. All other required information should be obtained after the closing of tenders.

Itemized and Alternate Prices

Itemized and alternate prices should be detailed in an Appendix to be submitted at a pre-set time after tender closing. They should be mentioned in the instructions to the tenderers and in the applicable sections of the specifications.

Unit Prices

Unit prices shall not be required at the time of tender. Only the successful tenderer should be required to provide unit prices, and the unit prices shall be limited to those that will be used during the project. Such unit prices shall be given separately for additions and deletions and for each year of the project.

Identification of Equipment Suppliers

The specifications for a construction project shall designate by manufacturer's name the acceptable major engineered items of equipment and where practical three or more manufacturers shall be named. In instances where the phrase "or approved equal" follows such designation of a specific item of equipment the responsibility for having the item of equipment declared "equal" rests with the manufacturer concerned.

Manufacturers should be named at the time of tender closing in order to preserve the integrity of a distributor's manufacturer or other suppliers proposed.

The failure of a Contractor to have the manufacturers in his tender in accordance with the tendering documents may lead to his disqualification or, as an alternative, the requirement to furnish by him the equipment of these manufacturers named in the specifications. If more than one manufacturer's name appears in the specifications as an acceptable supplier of a specific item of equipment, a Contractor who has failed to name a manufacturer in his tender may be required to furnish the equipment of the first named manufacturer.

Pre-purchasing

Pre-purchasing of equipment should be avoided. Where in the opinion of the owner or their representative, critical timing requires that material or equipment must be ordered prior to tendering, then the owner or their representative should receive prices directly from the manufacturer or the supplier of the said equipment.

These pre-ordered prices, with a copy of the purchase order, should be given to bidders for inclusion in the overall tender prices. Payment for such items should fall within the terms of the overall contract. The pre-tendering and tendering documents must provide assurances and full details on the following:

- a) That the equipment is being manufactured in accordance with drawings and specifications.
- b) That pre-ordered material or equipment will comply with all local and provincial codes and requirements.
- c) Interfacing.
- d) Interference with other trades
- e) Scheduling.
- f) Delivery.
- g) Storage.
- h) Guarantees and warranties.

Cash Allowances

Cash allowances should be used where it is not possible to clearly define the scope of a particular item of work, and/or where it is difficult for the tenderers to estimate an accurate cost of a particular item of work. The amount of cash allowance should be established by the Consultant/Owner. Cash allowances should be indicated in the instructions to tenderers or by addenda, and should be identified in the tender forms.

Standard items which should be covered in cash allowances include: clean-up, temporary power, hydro charges, and costs incurred by the Contractor in meeting the responsibilities under the Occupations Health and Safety Act.

All costs covered by cash allowances shall be verified by the Contractor with appropriate records provided to the owner or their representative.

Errors and Omissions

Errors and omissions occurring in the tendering documents, drawings and/or specifications are not the responsibility of the tendering contractors, and accordingly, no provision with respect to such a responsibility should be included in the tendering and/or contract documents. There is however, a responsibility upon the tenderers to advise of any obvious errors and omissions that might be discovered in the tendering documents.

The Greater Toronto Electrical Contractors Association strongly recommends the use of CCA S-1 or L-1 standard subcontract documents.