High Commission of India Singapore

NOTICE INVITING TENDER

Subject: Invitation of tender for "grass planting works at No. 2 Peirce Road, Singapore - 248554".

The High Commission of India to Singapore invites tenders from reputed, experienced and financially sound Landscape Services Provider companies registered under relevant laws of the Republic of Singapore for grass planting at Embassy Residence at No. 2 Peirce Road, Singapore - 248554 as has been defined in 'Scope of work' mentioned in Section -2 of this tender document.

- 2. The interested companies have to submit the tender in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to **Head of Chancery, Administration Wing, High Commission of India, Singapore latest by 10th Jan 2023.** All the necessary documents including those in support of eligibility criteria etc. are to be submitted in sealed envelopes as mentioned in Para 2 of Section 1. The Financial Bid will be submitted in a separate sealed envelope. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.
- 3. The Technical Bids will be opened on 16th Jan 2023 at 1100 hrs by the Committee authorized by the Competent Authority of the Mission. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The site visit may be conducted between 1000hrs to 1600hrs from 20th Dec 2022 to 06th Jan 2023 on prior appointment basis to assess the job requirement/ quantum of work involved.
- 4. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India http://eprocure.gov.in/e-publishing and the website of High Commission of India, Singapore, https://www.hcisingapore.gov.in. There is no fee for the tender documents.
- The English language is to be used for the needs of this tender. Therefore, all supporting documents must be in English. No other language will be accepted. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the High Commission shall be final and binding.

(Shivji Tiwari)

Head of Chancery Tel No +65-62382514

E-mail: hoc.singapore@mea.gov.in

19.12-2022

Section-1: Instructions to the bidders

1. General Instructions

- 1.1. For the Bidding / Tender Document purposes, the High Commission of India, Singapore shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Service provider and /or Bidder or interchangeably'.
- 1.2. The tender documents can be downloaded from the websites of Central Public Procurement Portal (CPPP) of Government of India http://eprocure.gov.in/e-publishing OR the website of High Commission of India, Singapore, https://www.hcisingapore.gov.in/. There is no fee for the tender documents.
- 1.3. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.5. The parties to the Contract/ Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Singapore.
- 1.6. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgment due to the High Commission of India, Singapore. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. <u>Minimum Eligibility Criteria and Eligibility Documents</u>

- 2.1. Legally Valid Entity: The Bidder/Bidding companies shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited/Company registered under the relevant Act in Singapore. Bidding in the form of JV Consortium is not permitted. The proof for supporting the legal validity of the Bidder/Bidding company shall be attached with the technical bid.
- **Registration:** The Bidder/Bidding Firm must have GST registration with the concerned authority. The proof in support of the same (attested copy of GST registration certificate) shall be attached with the technical bid.

- Experience: The bidders should have a minimum of five (05) years 2.3. experience in the field as on 30.11.2022. The bidder must have done similar works during the last five years. The details of the work may also be elaborated to specify whether the works have been done for Embassies /Government Ministries /Departments /Public Sector Companies /reputed corporate /multinational companies. As a proof in support of the same, copies of experience completed work/ongoing work issued by Embassies/Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organization/multinational companies shall be attached with the technical bid.
- 2.4 Bid Security Declaration/ Earnest Money Deposit: The bidder is required to submit Earnest Deposit of S\$ 500.00 (Singapore Dollars Five Hundred Only) by way of bank guarantee, Fixed Deposit Receipt, Banker's Cheque or Demand Draft. The Bid Security shall remain valid for a period of forty five days beyond the final bid validity period. The Earnest deposit shall be returned to unsuccessful bidders after completion of process of award of work. The bidder may also submit a Bid Securing Declaration along with their bid as per the format at Annexure-I. Any bid which is not accompanied with the Bid Securing Declaration, shall be rejected.
- **2.5.** The bidder should have a good financial standing and no loss should have been incurred for more than two years out of the last five years and must not have suffered loss in the immediate previous financial year.
- **2.6.** The bidder will also have to provide the certificate as per format at **Annexure-II** certifying that no relatives is working in the High Commission of India, Singapore.

3. Validity of bids

- 3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 3.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 3.4 **Site Visit:** Bidders may also undertake site visit for visualization and better understanding of the quantum of work any time after fixing a prior appointment with ASO (Property) on his number +65-62382535.

4. Preparation of bids

- 4.1 Language: Bids and all accompanying documents shall be in English only.
- 4.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents alongwith all required information, documents in support of the minimum eligibility criteria. Documents comprising the Bid:

- **4.2.1.** Technical Bid Submission Form (Annexure II) duly signed and printed on Company's letterhead.
- **4.2.2.** Bidder's description format summary (Annexure-IV), duly filled and signed and stamped.
- **4.2.3.** All supporting document in proof of having fully adhered to Minimum Eligibility Criteria/ Eligibility Documents as referred in Para 2 above. The Technical Bid alongwith all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

SI. No.	Document	Yes/No			
	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities				
	Certified copies GST registration				
works of similar nature in any Foreign Embassies/Government Ministries/Departments/Public Sector Comp reputed corporate organization/ multination	Embassies/Government Ministries/Departments/Public Sector Companies/ reputed corporate organization/ multinational companies.				
	Bid Security Declaration (Annexure - I)				
	Certificate that no relatives is working in the High Commission of India, Singapore (Annexure-II)				
	Technical Bid submission form (Annexure - III)				
	Bidder's description format summary (Annexure-IV)				

4.3 Financial Bid

- **4.3.1** The water and electricity needed for grass planting works as mentioned in the scope of work will be provided by the High Commission of India, Singapore.
- 4.3.2 The required equipment/ tools and devices required for the work as mentioned in the scope of work will be provided by the bidder.
- 4.3.3 Financial Bid shall be sent in a separate sealed envelope along with the bid documents. Financial bids of only those bidders will be opened who qualify after evaluation of technical bids.
- Taxes and Duties: The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes, fees, charges as applicable. The High Commission of India, Singapore will entertain no extra claim on this amount at any stage of execution of work. In case of any variations in the taxes, the same shall be charged after producing the Government notification.

5. SUBMISSION OF BIDS

5.1 The Bidders have to submit the bids in **three Envelope** - *First* Envelope (Envelope 'A') containing Bid Security Declaration, the *second* Envelope (Envelope 'B') containing Technical Bid and should be superscribed "Technical Bid" and *third* Envelope (Envelope 'C') containing Financial bid and should be superscribed "Financial Bid". All three sealed covers should be placed in a large sealed envelope superscribed "Grass planting works at No. 2 Peirce Road, Singapore - 248554" and addressed to 'Head of Chancery, High Commission of India, Singapore, 31 Grange Road, Singapore - 239702.

Envelope	'A'	Bid Security Declaration
Envelope	'B'	Technical Bid documents
Envelope	'C'	Financial Bid documents
		rinalicial bid documents

- The tender forms shall be neatly filled in ink or typed. No tender filled in pencil will be considered. The tender shall be signed, dated and duly witnessed all places provided for in the documents. corrections/deletions/scoring out/over writing shall be initialed. Any correction made in the tender documents by the bidder shall be made in ink only and not by using correcting fluid, and should duly be authenticated. Every page of the tender shall be initialed by the bidder, and submitted back as a token of accepting the laid down terms and condition. The bidder shall sign all schedule forming part of the tender.
- Late Bids: The bidders are advised, in their own interest, to ensure that the tender document reaches the High Commission of India, Singapore well before the closing date and time of the bid submission. Any bid received after the deadline shall be rejected and returned unopened.
- Modifications and withdrawals: No documents may be modified after submission. In case of any changes the bidder may write the corrections and send the same and it is at the discretion of the tender inviting authority to accept the same or reject it, and no changes shall be accepted once the bids are opened.
- 5.5 The Competent Authority in the High Commission of India, Singapore, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.
- The tendering authority (High Commission of India, Singapore) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which the service provider has submitted bid.

6. BID OPENING PROCEDURE

- 6.1 The Technical Bids shall be opened in the Conference Room of High Commission of India at 31 Grange Road, Singapore 239702 on 16.01.2023 at 1100 hrs before the Committee constituted by the Competent Authority of the High Commission of India.
- 6.2 The envelope "A" containing Bid Security Declaration shall be opened first. Bidders who have submitted valid Bid Security Declaration as mentioned shall be considered successful for opening of Technical Bids. Thereafter, envelope "B" containing Technical Bids of successful bidders shall be opened. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Opening of financial bid will be decided after evaluation of Technical Bids.
- 6.3 After opening of the Technical Bids, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case anything found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 6.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

7. CLARIFICATION ON TECHNICAL BID EVALUATION

- 7.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 7.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 7.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per Clause 2 above.

8. Notification of award: Prior to the expiration of the period of bid validity, High Commission of India, Singapore will issue letter of Intent to successful bidder (technically qualified bidder who has quoted lowest price) that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Performance Guarantee, the letter of award of work will be issued and *Contract* will *be* signed by High Commission of India, Singapore.

Performance/Service Guarantee:

- 9.1 The bidder is required to submit **3% of contract** amount as Performance Guarantee within 15 days of award of work. The Guarantee shall remain valid during the tenure of contract period and additional 60 *days*. The guarantee amount in full or part may be forfeited in the following cases:
- 9.1.1 When the terms and conditions of the tender are breached.
- 9.1.2 When the service provider fails to comply with minimum service levels agreed upon.
- 9.1.3 Failure of the service provider to comply with statutory requirements shall constitute sufficient grounds for annulment of the award and forfeiture of service guarantee.
- 9.1.4 Notice with reasonable time will be given to bidder in case of forfeiture of Performance Guarantee.
- 9.1.5 The Performance Guarantee shall be valid for 60 days beyond completion of work and shall be refunded after successful completion of work provided there is no breach of ender terms. No interest shall be paid on the Performance/ Service Guarantee.

10. PAYMENTS

10.1 The bidder shall submit correct invoice in terms of quality and commercial aspects within 10 days of the completion of work and payment shall be released within 30 days of submission of acceptable invoices. All payments shall be made in Singapore Dollars by means of crossed cheques/ Bank transfer. No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

11. Liquidated damages and termination:

11.1 It would be the first and foremost responsibility of the bidder to ensure that the work is done satisfactorily and as per agreed terms and conditions. In the event of delayed or unsatisfactory services, the High Commission may recover a sum from the agency equivalent to maximum of 10% of the contract value.

- 11.3 In case of quality of service provided by the bidder found wanting/inadequate, the competent authority may forfeit the Performance Guarantee deposit.
- In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to cancel the work order without assigning any reason and nothing will be payable by this Mission in that event and the Performance security deposit may also be forfeited.

12. Code of Integrity:

All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as {I) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

13. Conflict of interest:

The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

14. Other Conditions

- 14.1 The bidder shall be deemed to have visited the site(s) and made themselves familiar with the working condition whether they actually inspect the site(s) or not.
- 14.2 The High Commission of India, Singapore reserves the right to amend/ withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission of India, Singapore in this regard shall be final and binding on all.

- 14.3 If the bidder imposes any condition, in conflict with the conditions mentioned herein, his tender is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the High Commission of India, Singapore.
- 14.4 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the High Commission of India, Singapore and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 14.5 The bidder should ensure that proper qualified/trained/licensed personnel carry out the jobs and that proper supervision is done for all jobs. All workmen of the service provider must have valid identification cards issued by the Service provider to be displayed at all times during duty hours.
- 14.6 The bidder would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The bidder would indemnify High Commission of India, Singapore against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. High Commission of India, Singapore would not be liable to pay any damages or compensation to such employees or to any third Party.
- 14.7 In case of any complaint, either as regards the nature of service or as regards the behaviour of employees on duty or otherwise, bidder would be intimated and would be required to take corrective measures promptly.
- 14.8 **Arbitration Clause/ Dispute resolutions:** Disputes, if any, be resolved amicably with mutual dialogue.
- 14.9 If the bidder quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

Section-2: Scope of Work

The site has an open garden in front of the black & white bungalow (India House). Maintenance of the garden is an important part of the obligations of High Commission of India (hereafter referred as HCI). The Companies/firms (hereafter referred as Contractor) shall perform complete survey of the grass condition in the garden by an experienced and ISA Certified Arborist.

- II. The contractor shall undertake grass planting works in an approximate area of 1200 sq meter as per recommendation of the Arborist. The contractor shall seek necessary approvals from the local planning authority prior to any turfing works being carried out on site. The contractor shall include all planning, administration and management necessary to assure that all services comply with the contract and all applicable laws and regulations.
- III. The garden area has a slope which need not be levelled, however, soil may be topped up in the grass planting area, if so required. Buffalo/ cow grass carpet rolls shall be used for the grass planting in the affected area. The contractor shall also dispose off the waste from site.
- IV. Grass planting should be carried out by trained personnel and under proper supervision by experienced person with expertise in horticulture, arboriculture. Utmost care must be taken during the work not to damage the plants and trees on site. In such an event, the contractor shall be responsible for the damage or any claims thereof and the High Commission is not liable to make any extra payment on this account.

Sr. No.	Description of items	Amount in SGD
1.	Remove existing grass/ soil and dispose garbage off site.	
3.	Supply soil required for planting grass	
4.	Supply cow grass carpet rolls	
5.	Labour charges	

Section-3: Technical Bid

Technical Bid should be prepared as per the instructions given in the Tender Documents alongwith all required information, documents in support of the minimum eligibility criteria. Documents comprising the Bid:

- (i) Technical Bid Submission Form duly signed and printed on Company's letterhead.
- (ii) Contact Details Form, duly filled and signed & stamped.
- (iii) All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Para 2 of Section 1

The Technical Bid alongwith all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

Envelope	e - B (Technical Bid) (documents to be attached s No. 7 to 13)	eparately	for items	at SI
SI. No.	Document/Details			
1.	Name of the Firm/Company			
2.	Full Postal Address			
3.	Telephone Number			
4.	Mobile Number			
5.	E-mail ID			
6.	Date of establishment of Firm			
7.	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities			
8.	Certified copies GST registration			
9.	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/Government Ministries/Departments/Public Sector Companies/ reputed corporate organization/multinational companies.			
10.	Bid Security Declaration (Annexure - I)			
11.	Certificate that no relatives is working in the High Commission India, Singapore (Annexure-II)			
12.	Technical Bid submission form (Annexure-III)			
13.	Bidder's description format summary (Annexure-IV)			

Full Name & Signature of Authorized Signatory
With rubber stamp of the Agency affixed

Section-4: Financial bid

To,

Mr Shivji Tiwari Head of Chancery, High Commission of India, 31 Grange Road, Singapore – 239702.

Ref: Invitation for Bid No.-SIN/872/13/2020

Subject: Financial Bid for "Grass planting works at No. 2 Peirce Road, Singapore - 239702"

I/We are submitting tender for grass planting works at No. 2 Peirce Road, Singapore - 239702 against Tender Notice No. SIN/872/13/2020 dt. 19:12:2022.

As part of the Bid, we hereby offer SGD.....exclusive of taxes for the scope of work mentioned in the bidding document. The detailed calculation, as below, is exclusive of GST or applicable taxes but inclusive of any other fees, as per regulations.

Sr. No.	Description of items	Amount in SGD		
1.	Remove existing grass/ soil and dispose garbage off site.			
3.	Supply soil required for planting grass			
4.	Supply cow grass carpet rolls			
5.	5. Labour charges			
	GST			
	Total			

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

If any information or document submitted is found to be false/incorrect, High Commission of India, Singapore may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

For and on Behalf of:

Signature (Authorized Signatory)
Designation:

[Letter head of the Bidder]

Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a Performance Security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date	Signatures
	Name:- (
	Email Id:
	Mobile No(s).
	Seal of Company

[Letter head of the Bidder]

I/We,	,Representative(s	of M/s	solemnly
declare that:-			solemmy
• Mysel office of High	lf or my partners do n n Commission of India,	ot have any relative Singapore.	working in any
• I/We Government	Company have not or Quasi Government a	been banned/ de- gencies or PSUs.	listed by any
		[Signature(s) o	of the Tenderer]
		Name:- (
Email Id:		Name (, Mobile
No(s)			Modife
Date:			
Seal of Compa	ny		

Technical Bid Submission Form

(To be printed on Bidder's letterhead)

"Grass planting works at No. 2 Peirce Road, Singapore - 239702"

Dated	•						_				
- acca		•		•	•	•	•			•	

To,

Mr Shivji Tiwari Head of Chancery, High Commission of India, 31 Grange Road, Singapore – 239702.

Ref: Invitation for Bid No.-SIN/872/13/2020

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents issued in accordance with Instructions to the Bidders.

Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory (Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality	
E Mail Ids	
Telephone No. Mobile No.	
Fax No.	
Year of Incorporation	
Registration No.	
GST registration No.	
Registered Office & Address	
Total Staff Strength	

Bidder information - More detailed information on the following aspect may be given in typed form.

(1) Business background

- i. How many years has your firm been in business? How many years under its present business name?
- ii. Attach a current organizational chart and include the total number of employees in your firm.

(2) Claims and Suits (Explain any "Yes" answers)

- i. Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?ii. Has your firm ever failed to complete work awarded to it?
- iii. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- iv. Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?