

INSTRUCTIONS TO TENDERERS

1. INSTRUCTIONS

- .1 Tenders are to be sealed and should be submitted in the envelopes provided.
- .2 Tender envelopes must show the Project Name, Closing Date, Name and Address of the Tenderer on the **Exterior** of the Envelope.
- .3 Tenders must be submitted on the forms provided.
- .4 Failure by the Tenderer to comply with these Instructions to Tenderers may result in the tender submitted being disqualified. Disqualification shall be at the sole discretion of the Owner.

2. RECEIPT OF TENDERS

- .1 Tenders must be received at the Tender Address by the Owner on or before the exact time and date fixed for their receipt.
- .2 Any Tenders received after the closing time shall be rejected and returned unopened to the Tenderer. If only one Tender is received and that Tender is received late, the Tender may be accepted at the sole discretion of the Owner.
- .3 Tenders shall be opened as soon as practicable after the tender closing time in accordance with Instruction 4.4.
- .4 Tenders received by facsimile, except as permitted elsewhere in this tender, will not be accepted and if received shall be disqualified.

3. AMENDMENTS TO TENDERS

- .1 Amendments to a tender by letter, facsimile or other written means are acceptable provided that the amendment:
 - (.i) Is received on or before the exact time and date fixed, for the receipt of Phase I of the Tender (except for amendments to Appendix B-2 Substantiation of Bid Adjustment) and;
 - (.ii) Contains the tender reference, closing date, name and address of the contractor and a signature.
- .2 Amendments to tenders received by facsimile will be accepted by the Owner provided that the conditions included in Clause 3.1 are met and in addition:
 - (.i) Amendments to tenders are transmitted via the Owner's facsimile number:

(867) 983-4123 in Cambridge Bay
 - (.ii) The Owner shall not be held liable for any claim, demand or other action should a facsimile transmission be interrupted, not received in its entirety, received after the stated closing time and date, received by another facsimile unit other than stated herein, or for any other reason over which the Owner does not have control.
 - (.iii) The amendment should indicate only the applicable changes and in such a manner that the total bid is not revealed.

- .3 Verbal instructions will not be considered as a valid instruction for tender purposes, nor shall they be considered as having any bearing upon the tender submission.

4. INUIT, LOCAL AND NUNAVUT INCENTIVES and Appendices "B-1" and "B-2"

- .1 One of the priorities of the Owner is to ensure that materials, equipment, labour and other services of Local, Nunavut and Inuit businesses are used to the fullest extent practical on this project, therefore, the Owner has implemented the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy which shall apply on this contract. Tenderers are required to comply with the requirements of the NNI Policy and to submit the required information within the deadlines stipulated. A copy of the current NNI Policy is attached as Appendix J.
- .2 The Tenderer shall show intention to not only meet the minimum levels of Inuit Labour prescribed in Appendix K of this tender, but also to use the maximum amount of Local, Nunavut and/or Inuit labour, and subcontractors and suppliers available. Failure to do so indicated by a comparison to other Tenderers may result in disqualification by the Owner as a non-responsive tender. A Contractor that for previous contracts with similar prescribed Inuit Labour had failed to meet the minimum prescribed Inuit Labour MAY be deemed "not responsible" (as defined in the Government Contract Regulations) for this tender.
- .3 For purposes of this tender, Local shall be considered to be the community in which the work is undertaken unless noted otherwise in these Tender Documents.
- .4 In order to comply with the requirements of this Tender and specifically those included in the "Instructions to Tenderers" Clause 4, the Contractor is required to complete the attached forms entitled Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustment".
- .5 **Joint Ventures: If the bidder is comprised of more than one party as in the case of a joint venture, (but not a partnership) for the purposes of the application of the NNI adjustments, each party to the joint venture will be treated as a separate contractor, and the value of their respective Nunavut, Inuit, and local content will be treated in the same manner as separate contractors.**
- .6 **This Tender will close in two phases as follows:**

Phase I Tender Close: The Contractor shall complete the Tender Form and all required appendices and shall submit them no later than the time identified for the Phase I closing of Tenders. The Contractor shall indicate on the Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" the bid value and names of all major businesses which will be providing goods and services to the Contractor in order to complete the Work. No further detail is required at the time of Phase I Tender closing. At the time established for the Phase I Tender closing, the Owner shall receive Tenders and shall record the names of the Contractors who have submitted Tenders. Those Tenders shall remain unopened and held in a secure place by the Owner for a period of 24 hours.

Phase II Tender Close: Within 24 hours following the Phase I Tender close, excluding holidays and weekends, the Contractor shall supply to the Owner a detailed Appendix "B-2" "Substantiation of Bid Adjustments" showing the actual amounts of Local, Nunavut, Inuit and Other content in respect to Payroll, Material, Equipment, Transportation, Accommodation and Other Costs.

This detailed Appendix "B-2" "Substantiation of Bid Adjustments" shall be submitted in a sealed envelope or by facsimile with clear identification as to the name of the Tender and the Tenderer, and shall be received prior to the Phase II Tender close which shall be 24 hours, excluding holidays and weekends, after the Phase I Tender closing. Detailed Appendix "B-2" "Substantiation of Bid Adjustments" received late may be disqualified.

Bids shall be opened after the Phase II closing.

NOTE 1: The Contractor shall only receive a bid adjustment when a completed Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustments" have been submitted in accordance with the above. Tenders submitted without such a submission shall receive no bid adjustment at all.

5. SCHEDULE OF UNIT PRICES

- .1 The Tenderer shall submit a schedule of unit prices on Appendix "C" or Appendix "D" as appropriate. Unit prices shall include the cost to supply and install as appropriate, and include all statutory charges, overhead, profit and the Contractor's contingency allowance.

6. OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER - Appendix "E"

- .1 Tenders shall be based on the materials, methods, firms and equipment named in the Specifications and this shall constitute the base bid. Where more than one material or manufacturer is specified, any one of those specified may be selected and included in base bid.
- .2 The Owner may wish to consider options or substitutions to the base bid. When the Owner lists items in Appendix "E" Contractors should indicate the effect on the stipulated price that each item makes to the base bid. The lowest acceptable tender may be determined by adding or deducting any or all of these items to the base bid. Failure to complete this Appendix "E" when requested may result in the tender being disqualified at the sole discretion of the Owner.

7. OPTIONS PROPOSED BY THE TENDERER - Appendix "F"

- .1 Tenderers may propose their own option in Appendix "F". To be considered the following requirements shall be met:
 - (a) Total Tender amount quoted must be based on products specified and not on options.
 - (b) Options proposed shall be listed and any difference in price shown in the appropriate place on Appendix "F".
 - (c) Options proposed must allow for all changes and adjustments in other work as may be necessary to form a complete and finished job. No additional claims will be considered at a later date.
 - (d) Submissions must contain sufficient information to enable the Owner to determine the acceptability of such proposed options. Include such information as reasons for submission, manufacturing details, performance data, dimensions and clearances, effects on other work and other pertinent facts.
 - (e) The Owner reserves the right to accept or reject any option proposed by the Tenderer.
 - (f) By submitting an option on Appendix "F" the Tenderer relinquishes any proprietary right to such option. The Owner reserves the right to release the Option to other Tenderers in order to obtain competitive prices.

8. ADDENDA

- .1 Addenda issued prior to the tender closing time shall be incorporated into the tender and shall become part of this tender. Receipt of addenda shall be acknowledged on the Tender Form by the Tenderer. Failure to acknowledge Addenda may result in the disqualification of the Tender at the sole discretion of the Owner.

9. TENDERING DOCUMENTS - Appendix "A"

- .1 Tenders shall be based on the documents listed in Appendix "A" "List of Tender Documents".

10. BID SECURITY AND INSURANCE REQUIREMENTS

.1 When Tendering

- (a) **For a Tender Less than \$100,000:** No bid security accompanies this tender.
- (b) **For a Tender \$100,000 and Over:** The Tenderer shall enclose bid security in accordance with either:
 - (i) a Bid Bond, in a form approved by the Federal Treasury Board and from a company whose bonds are acceptable to the Owner, in an amount of at least 10% of the Tender. Bonds shall be made payable to the Owner or;
 - (ii) a bid security deposit in an amount of at least 5% of the tender. The deposit must be a certified cheque, Bank Draft, a bank Irrevocable Letter of Guarantee, or such other bid security as the Owner considers acceptable. The bid security deposit must be payable to the Owner.
- (c) The bid security deposit, as indicated above, may be forfeited at the discretion of the Owner if the Tenderer refuses to enter into a contract when called upon to do so.
- (d) The Tenderer understands that if the bid security furnished is not in the approved form, as described herein, the tender is subject to disqualification at the sole discretion of the Owner

.2 Upon Award of Contract

- (a) Upon notification of acceptance of a Tender, the successful Tenderer shall furnish within 14 days of the date of the notification of acceptance:
 - (i) The security specified in Clause GC56 to GC57 inclusive of the attached contract.
 - (ii) The Insurance specified in Clause GC58 to GC 62 inclusive of the attached contract.

11. SIGNATURES

- .1 Tenders are to be properly signed and executed in accordance with the Laws of Nunavut.
- .2 The Tenderer, or the person or persons duly authorized to sign on his behalf, must initial and date each and every correction, change, erasure or alteration contained in this completed tender document.
- .3 At the sole discretion of the Owner, the failure by the Tenderer to properly sign and execute the tender may result in the disqualification of the tender.

12. GOODS AND SERVICES TAX

- .1 The Tenderer shall exclude the Goods and Services Tax from his bid shown on bid forms and appendices.
- .2 The Government of Nunavut will pay the Goods and Services Tax (GST); however, do not include the GST in your bid amounts shown on the tender form and appendices.
- .3 The successful Tenderer may invoice for Goods and Services Tax (GST).

- .4 Further information in this regard may be obtained from the Owner at the specified Tender Address.

13. WORKERS COMPENSATION ACT/COMPANIES ACT AND GENERAL COMPLIANCE WITH LAWS

- .1 Tenderers are hereby notified that the Owner will check with the appropriate agencies prior to award of a contract to ensure that the successful Tenderer complies with the Workers Compensation and Companies Acts.
- .2 The Contractor shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, the Contractor shall at its sole expense comply with all unemployment insurance, Worker's Compensation, income tax, payroll tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.

14. REQUIREMENT FOR USING HOTELS OR BED AND BREAKFAST FACILITIES

- .1 **On contracts where a Commercial Room and Board Facility (as defined below) exists within the community, the Contractor is required to use a Commercial Room and Board Facility to house and feed all workers directly employed by the Contractor and by any subcontractor or agent or any other business working on the project. The Contractor is not required to use Commercial Room and Board Facilities for workers who are Local Residents as defined in the NNI Policy.**
- .2 **The following definitions apply to this contract:**
- a. **“Commercial Room and Board Facility” means a Hotel or a Bed and Breakfast (Tourist Home) that holds a Tourist Establishment Licence issued by the GN under the Travel and Tourism Act.**
 - b. **“Community” means the community in which the work is located as defined in the contract and includes the entire area within a 20-kilometre radius of the community.**
- .3 **The Commercial Room and Board Facility must:**
- a. **meet the applicable requirements under the Public Health Act, and of the Eating or Drinking Place Regulations**
 - b. **meet all applicable requirements of the Public Health Act the Fire Prevention Act and applicable regulations thereunder, and any other applicable Government of Nunavut or federal legislation.**

15. STORAGE OF PROPANE CYLINDERS

- .1 The successful Tenderer is advised that they are responsible for the proper care and storage of propane cylinders on the job site in accordance with the Nunavut Fire Prevention Act. The penalty for non-compliance is up to \$10,000 fine and/or 1 year jail term.

A copy of the Nunavut Fire Prevention Act is available by contacting:

The Fire Marshall's Office
Department of Community Government and Transportation
Government of Nunavut
Tel: (867) 975-5316 Fax: (867) 975-5330

16. TRANSPORTATION

- .1 The Contractor is to comply with requirements of Appendix “H” titled “Transportation of Materials”.

17. AVAILABILITY OF OWNER STOCKPILED GRANULAR MATERIAL

- .1 Granular materials are not available from Owner's stockpiles. Tenderers are advised to make enquiries regarding the availability and cost of granular material in the community.**
- a. In many communities, purchase of granular materials including delivery and placement, is available from either the local hamlet office or from a local contractor.**
 - b. If the Contractor obtains granular material directly from the local borrow pit/quarry, they shall have all required borrow pit/quarry permit(s) in place, and shall submit a copy to the Engineer prior to obtaining the granular materials, and shall pay applicable fees.**
 - i. Contact Community Government and Transportation (CGT) Regional Office, Planning and Lands Division, to apply for borrow pit/quarry permits; certain Hamlets may be able to grant these permits.**
 - ii. Contractors are advised that:**
 - they are legally bound by the permit to adhere to conditions and requirements stipulated in the borrow pit/quarry permit, and**
 - the granting of a borrow pit/quarry permit is subject to a Nunavut Impact Review Board (NIRB) screening process, which can take a number of months for approval."**

18. ACCEPTANCE

- .1 Tenders containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.**
- .2 The submission of the lowest or any tender will not necessarily result in the award of a contract. The Owner reserves the right to cancel this tender, in whole or in part at any time and to re-tender the same for any reason whatsoever without incurring any liability, and no bidder will have any claim against the Owner as a consequence.**
- .3 The Owner reserves the right to negotiate the tendered price solely with the low bidder (after adjustments in accordance with the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy), in order to achieve a reduced scope of work and price of up to 15%. The Owner further reserves the right to re-invite tenders from the low bidders without going to public tender in order to achieve a reduced scope of work greater than 15%, so long as the fundamental nature of the contract has not changed.**

END OF INSTRUCTIONS TO TENDERERS