



Construction Tender

Nunavut Water
Board
JUL 19 2006
Public Registry

Project No: 05-2020

Name of Project: Cape Dorset P-Lake Sewage Lagoon

Project Location: Cape Dorset

Government of Nunavut

Revised: April 2000

THE ASSOCIATION OF
PROFESSIONAL ENGINEERS,
GEOLOGISTS and GEOPHYSICISTS
OF THE NORTHWEST TERRITORIES
PERMIT NUMBER
P 010
DILLON CONSULTING
LIMITED





ADDENDUM

Project No.	Project Title:
Division/Region:	Client:
Community:	Date of Issue:
Contractor:	Consultant:

TO ALL BIDDERS

1. General:
 - 1.1 This addendum shall be read in conjunction with the Drawings and Specification prepared for the above.
 - 1.2 Where inconsistent with the above, this addendum shall govern. This addendum forms an integral part of the Contract Documents and shall be included therein.
 - 1.3 No consideration shall be allowed for increase to the CONTRACT PRICE (extras) due to failure of the Contractor or Sub-contractor not being familiar with this addendum.
 - 1.4 The Tenderer will insert in the Tender Form the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.

SCOPE OF THE ADDENDUM

NUNAVUMMI NANGMINIOAQTUNIK IKAJUUTI (NNI POLICY) FIRST COMPREHENSIVE REVIEW

The First Comprehensive Review of the NNI Policy was completed in the fall of 2003. Cabinet has approved the report and the recommendations of the NNI Review Committee. **The changes affecting this tender are outlined herein and take effect on April 1st, 2004.**

1. INSTRUCTIONS TO TENDERERS

- .1 **Reference:** Clause 4 – Inuit, Nunavut and Local Incentives and Appendices “B-1” and “B-2”

Instruction: Tenderers are hereby reminded of the requirements to maximize the use of Nunavut, Inuit and/or Local subcontractors and suppliers available to the fullest extent practical on this project. Further to clause 4, and pursuant to the 2003 First Comprehensive Review of the NNI Policy, the GN hereby requires Tenderers to invite Nunavut, Inuit and/or Local companies to bid on subcontracts.

2. APPENDIX J - NUNAVUMMI NANGMINIOAQTUNIK IKAJUUTI (NNI POLICY)

- .1 **Reference:** Section 7.0 – Policy Objectives

Instruction: Insert the following paragraph at the end of Section 7.1: “These objectives are not listed in order of importance and should not be interpreted as such.”

- .2 **Reference:** Section 11.0 – Evaluation Process and Bid Adjustment

- .1 **Instruction:** Sub-section 11.1 (b) is hereby revised as follows:

all Tenders meeting the requirements of 11.1.a and the cost criteria of relevant Proposals shall then be adjusted based upon the Nunavut Business status, Inuit Firm status, and Local status of the proponent, general contractor, subcontractors, and suppliers;



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.2 **Instruction:** Sub-section 11.1. (b) (i) is hereby revised as follows:

the adjustment for the labour component shall be based on estimates of payroll expenditures made by the general contractor, subcontractors and suppliers, for Nunavut, Inuit, and Local payroll expenditures that form part of the bid; but no bid adjustment shall be given for estimates of Inuit payroll expenditures over and above the minimum required.

For greater clarity and certainty, the interpretation of 11.1. (b) (i) above means that no bid adjustment will be given for Inuit Labour, over and above the minimum requirement set out in Appendix "K".

For Example: On a total payroll estimate of \$350,000 where the Inuit payroll estimate is \$200,000 and the minimum Inuit payroll requirement is 45%, the bidder shall only receive bid adjustments on the first \$157,500 of Inuit payroll (45%), even though the estimated Inuit payroll is approximately 67%.

.3 **Instruction:** **For all Tenders closing** on or after April 1, 2004:

Sub-section 11.1. (c) – Bid Adjustment Values:

- i. the bid adjustment values shall be as follows:
 - (i) Nunavut firm status, an adjustment of 7%;
 - (ii) Inuit firm status, an adjustment of 7%;
 - (iii) Local status, an adjustment of 7%.

.3 **Reference:** Section 12.0 - Bonuses and Penalties

Instruction: Replace sub-section 12.3 with the following language:

Where applicable, in the area of employment, a bonus or penalty shall be calculated as follows:

- (a) a bonus shall be calculated as 1% of the total labour content of the contract for each 1% of the amount by which employment exceeds the mandatory requirement; or
- (b) a penalty shall be calculated as 2% of the total labour content of the contract for each 1% of the amount by which employment does not meet the mandatory requirement.

For greater clarity and certainty, s.12.3 (a) means a Bonus of 1% of the Total Payroll when the Contractor exceeds the minimum Inuit Labour requirement, and s.12.3 (b) means a Penalty of 2% of the Total Payroll when the Contractor fails to meet the minimum Inuit Labour requirement.

Example 1: Where the minimum requirement for Inuit Labour is 45%, and the Contractor, at Final Completion of the Work, has actually spent 67% of his payroll dollars on Inuit Labour, the Inuit Labour Bonus is calculated as follows:

Total Payroll x Percent Exceeded* or $\$350,000 \times 22\% = \$77,000$.

*Percent Exceeded = Percent Achieved - Percent Required



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Example 2: Where the minimum requirement for Inuit Labour is 45%, and the Contractor, at Final Completion of the Work, has actually spent 37% of his payroll dollars on Inuit Labour, the Inuit Labour Penalty is calculated as follows:

Total Payroll x Percent Not Met* or $\$350,000 \times 8\% \times 2 = \$56,000$.

*Percent Not Met = Percent Required - Percent Achieved

.4 Reference: Section 18.0 – Appeals

Instruction: Replace Section 18 of the NNI Policy with the new Section 18 (4 pages attached). An Appeals Board has now been established.

3. GENERAL CONDITIONS

.1 Reference: Clause 4 – Subcontracting by Contractor

Instruction: Add the following sentence to GC4.3: The Contractor shall invite Nunavut, Inuit and/or Local companies to bid on subcontracts where the Contractor is not already using Nunavut, Inuit and/or Local companies as subcontractors.

END OF ADDENDUM

Project Officer	Date
Project Manager	Date
Other	Date



ADDENDUM

Project No.	Project Title:
Division/Region:	Client:
Community:	Date of Issue:
Contractor	Consultant

TO ALL BIDDERS

1. General:

- .1 This addendum shall be read in conjunction with the Drawings and Specification prepared for the above.
- .2 Where inconsistent with the above, this addendum shall govern. This addendum forms an integral part of the Contract Documents and shall be included therein.
- .3 No consideration shall be allowed for increases (extras) to the CONTRACT PRICE due to failure of the Contractor or Sub-contractor not being familiar with this addendum.
- .4 The Tenderer will insert in the Tender Form the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.

SCOPE OF THE ADDENDUM

1. Reference: Entire Document

Instruction: All references to the Department of Public Works & Services shall be read as "the Department of Community and Government Services", "CGS" or "the Owner" as applicable.

2. Reference: General Conditions 61 and 62

Instruction: Delete GC62. The Contractor will obtain and pay for course of construction insurance for this project. As a result, re-number GC61 General Insurance Conditions as GC62 and insert the following replacement clause as a new GC61:

GC61 PROPERTY INSURANCE (All "Risks" Course of Construction Insurance)

61.1 Contractor will obtain and pay for course of construction insurance for this project, as described in the following paragraphs.

61.2 **All "Risks" Course of Construction Insurance** on a very broad basis, to protect as Insureds, all those who have direct participation in the construction project, for claims which may arise as a result of loss or damage during course of construction.

61.2 **Coverage:** "All Risks" of physical loss or damage or destruction while said project is in course of construction, site preparation, reconstruction, repair, erection, fabrication, testing, and including all materials, equipment machinery, structures, property, fitting, fixtures, betterment, and supplies of any nature whatsoever to enter into and form part of the finished project while at the site of operations or elsewhere in Canada or the Continental United States or America, all the property of the Insureds or the property of others for which the insureds have assumed responsibility, or for whom the Insured are required to carry insurance, including while on a river or lake crossing ferry in connection with land transportation, and including goods in transit to the site.



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- 61.3 **Term:** From the commencement of work to the date of the Substantial Completion as certified by the Owner.

- 61.5 **Limit of Liability:** The limit of liability at the project site will be for the estimated full completed value of the project including, but not limited to, owner-supplied labour or materials, reasonable profit, insurance costs, overhead, taxes, labour, administrative fees and all other expenses which are incurred as additional costs as a result of a partial or total loss.

- 61.6 **Deductible:** The Contractor shall be responsible for the deductible to a maximum of \$50,000.

END OF ADDENDUM

Project Officer:	Date:
Projects Manager:	Date:
Other:	Date:

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GOVERNMENT TENDER

Community & Government Services, Hon. Levinia Brown, Minister

Cape Dorset P-Lake Sewage Lagoon

Construction of a One Cell Sewage Lagoon and Associated Road Works

- Cape Dorset, Nunavut -

For the purposes of this tender call the provisions of the Nunavummi Nangminiqatunik Ikajuuti (NNI Policy) apply.

Sealed tenders addressed to the Assistant Regional Director, Regional Director's Office, Department of Community & Government Services, Government of Nunavut, Aqsarnit Building, Pond Inlet, NU X0A 0S0 will be received on or before:

4 P.M. Local Time, Pond Inlet, date, 2006

A \$50.00 non-refundable charge is levied for tender documents. To be considered each tender must be submitted on the forms provided and must be accompanied by the security stated in the tender documents.

Tender Enquiries to: Rocky Jaworenko, Contracts Clerk
Tel: (867) 899-7617

Technical Enquiries to: Anjan Joshi, **Project Officer**
Government of Nunavut
Tel: (867) 899-7312
Or
Gary Strong, Dillon Consulting
Tel: (867) 920-4555

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) 899-7327 in Pond Inlet, NU
 - (.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 Nangminiqatunik 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 Nangminiqagtunik 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

TENDER FORM

1. PROJECT INFORMATION

Project Title: Cape Dorset P-Lake Sewage Lagoon

Project Location: Cape Dorset

Project Number: 05-2020

Project Owner: The Government of Nunavut, herein the "Owner", represented by the Minister of the
Department of Community & Government Services

2. OFFER

(Information to be completed by Tenderer)

Company Name

(herein the "Tenderer") offers to the Owner to furnish all necessary tools, plant, services, materials and labor to execute and complete in a careful and workmanlike manner the Work described in the Plans and Specifications for the prices as set out in Clause 4 or 5 of this Tender Form. The Tenderer hereby acknowledges receipt of Addenda No.1 to No.2 inclusive and hereby agrees they form part of this Tender.

3. GENERAL AGREEMENT

(Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the required completion schedule stated in the tender documents, or if no schedule is stated, to substantially perform the Work within _____ weeks from the date of notification of acceptance of the tender, or within a reasonable period of time after award;
- .2 That he has carefully examined the Work described herein; has become familiar with local conditions and the character and extent of the Work; has carefully examined every part of the proposed contract and thoroughly understands its terms and conditions; has determined the sources of supply of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender Documents;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender supersedes and cancels all communications, negotiations, and agreements relating to the Work other than contained in the completed tender.

4. FOR A CONTRACT BASED ON A LUMP SUM (Information to be completed by Tenderer)

The Tenderer agrees that the following is the lump sum referred to in Clause 2 of this Tender Form and that this is the Tenderer's total Tender price:

_____ DOLLARS (\$ _____)

An illegible submission may be disqualified at the sole discretion of the Owner. When there is a discrepancy between the written and numerical amount, the lowest version will govern.

TENDER FORM

5. FOR A CONTRACT PRICE BASED ON UNIT PRICES (Information on Appendix "D" to be completed by Tenderer)

- (a) For a Unit Price Contract, the Contractor shall complete Appendix "D".
- (b) For a unit price contract, the contract value shall be the Total Estimated Contract Price shown on Appendix "D".
- (c) When an arithmetic error is identified on Appendix "D", the tendered Unit Price shall take precedence over the Total Estimated Contract Price and the Owner shall correct the arithmetic error as explained below.
- (d) The Total Estimated Contract Price shall equal the sum of all Extensions (Column 6) for all items listed on Appendix "D". In the event that an arithmetic error is made in adding the individual Extensions listed in Column 6, the Owner shall correct the arithmetic error.
- (e) Each Extension shall be equal to the Estimated Quantity (Column 3) multiplied by the tendered Unit Price (Column 5). In the event that an arithmetic error is made in multiplying the Estimated Quantity (Column 3) by the tendered Unit Price (Column 5) the Owner shall correct the arithmetic error including the Extension and the Total Estimated Contract Price.
- (f) The Total Estimated Contract Price is based on estimated quantities; the final Contract amount owing to the Contractor shall be determined by taking the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and multiplying by the appropriate tendered Unit Price adjusted by any changes that are made in accordance with the provisions of the Contract Documents.

6. DECLARATIONS (Information to be completed by Tenderer)

The Contractor hereby declares that:

- .1 No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the tender or as may be required by the terms of this Contract for which the Tender is made;
- .2 This Tender is irrevocable for a period of thirty (30) calendar days from the date of Phase I Tender Closing, as explained in Instructions to Tenderers 4.4;
- .3 The Tenderer acknowledges that the Owner may extend the above thirty (30) day period to sixty (60) days provided that notification of extension is made within fifteen (15) calendar days of Phase I Tender Closing date, and that this extension shall result in an increase or decrease to the stipulated price of:

\$ _____ addition to stipulated price

or

\$ _____ reduction to stipulated price

(Any increase and decrease to the stipulated price, shall not be subject to an adjustment under the Nunavummi Nangminiqaqtunik Ikajuuti Policy.)

TENDER FORM

7. SIGNATURES (Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company _____
(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature _____

Name & Title _____

Dated at _____ this _____ day of _____, 20

Witness _____

Dated at _____ this _____ day of _____, 20

LIST OF TENDER DOCUMENTS - APPENDIX A
(Information to be completed by OWNER)

Project Number: 05-2020

The following is the list or description of the tender documents referred to in the Tender for this Project.

Tender

1. Tender Advertisement
2. Instructions to Tenderers
3. Tender Form
4. Appendices to Tender: A, B, B-1, B-2, C, D, E, F, G, H, I, J and K
5. Addenda (issued during Tender period): Addendum# _____ to _____
(list Addenda when preparing the contract documents after award)

Contract

1. Articles of Agreement
2. Terms of Payment
3. General Conditions
4. Special Provisions:
5. Drawings (list):

Drawing numbers 000, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110
6. Technical or General Specifications
Refer to technical specification index