



COPY

Construction Tender

Project Number: 00-4200

Contract Number: CT03-2004

Project Name: Water Works and Water Treatment Plant

Project Location: Gjoa Haven

Government of Nunavut

Revised: April 2000

GOVERNMENT TENDER

Community Government and Transportation, Hon. Peter Kilabuk, Minister

Water Works / Water Supply

- Gjoa Haven, Nunavut -

For the purposes of this tender call the provisions of the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) apply. All tenders are subject to approval by the Nunavut Government and the lowest or any tender will not necessarily be accepted.

Sealed tenders addressed to the Contracts Administrator, c/o Regional Director's Office, Department of Public Works & Services, Government of Nunavut, Bag Service 200 Cambridge Bay, NU X0B 0C0 (Delivered to the 2nd Floor, Enokhok Building, PWS - Contracts Clerk) will be received on or before:

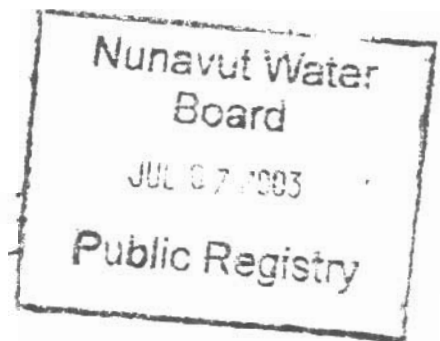
3:00 P.M. Local Time, Cambridge Bay (Mountain Time), 8 May 2003

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: Dee Jaye Evalik Contracts Clerk, Public Works and Services
Kitikmeot Region, Projects Division
Phone: (867) 983-4149
Fax: (867) 983-4124

Technical Enquiries to: David Allen, Project Officer, Public Works and Services
Kitikmeot Region, Projects Division
Phone: (867) 983-4126
Fax: (867) 983-4123
E-mail: DAllen@gov.nu.ca
Or
Gary Strong, Dillon Consulting
Phone: (867) 920-4555
Fax: (867) 873-3328

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**ADDENDUM # 1**

Project No.: 02-4200	Project Title: Water Works and Water Supply
Division/Region: PW&S, Kitikmeot Region	Client: CG&T
Community: Gjoa Haven	Date of Issue: With tender documents
Contractor: NA	Consultant: Dillon

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 increased (extras) to the CONTRACT PRICE 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 ADDENDUMScope:

- 1) Requirements for Marine Transportation of Materials,
- 2) Requirements for use of Hotel and Bed and Breakfast Establishments for Workers,
- 3) Terms of Payment, and
- 4) Availability of Granular Materials.

1. Requirements for Marine Transport of Materials: The Requirements set out in Appendix H, are hereby revised. Replace Appendix H dated April, 2000, with the attached Appendix H dated March, 2003. For marine transport of materials, the Government of Nunavut specified carrier must be used, and schedules and rates are now available. The specified carriers are:

Nunavut Eastern Arctic Shipping (NEAS) for the following communities, from Montreal area:

South Baffin: Cape Dorset, Kimmirut, Pangnirtung, and

High Arctic including North Baffin: Arctic Bay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq (Broughton Island), and *Kugaaruk Pelly Bay (*as far as Nanisivik only).

*For Kugaaruk (Pelly Bay), beyond Nanisivik, the carrier is **Canada Coast Guard**.

Nunavut Sealink and Supply (NSSI) for the following communities, from Montreal area:

Foxe Basin: Hall Beach, Igloolik and Repulse Bay, and

Iqaluit, and

Kivalliq: Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, Whale Cove.

(note: shipping to Kivalliq is from Montreal area)

Northern Transportation Company Limited (NTCL), for the following communities, from Hay River:

Kitikmeot: Cambridge Bay, Kugluktuk (Coppermine), Gjoa Haven, and Taloyoak:

2. Requirements for Using Hotels and Bed and Breakfast Establishments for Workers: The Requirements set out in the Instructions to Tenderers item 14 for Commercial Room and Board (hotels) are hereby revised to also allow the use of Bed and Breakfast facilities. Revise item 14. Instructions to Tenderers, as follows:
 - a) 14. Main paragraph: replace "commercial room and board" with "commercial room and board, or bed and breakfast facilities" throughout,
 - b) 14.1 (b), delete all.
 - c) Add "14.3: Bed and Breakfast facility means a licensed bed and breakfast facility."

**ADDENDUM # 1**

3. Terms of Payment: The Terms of Payment are hereby revised to add Public Works and Services invoicing requirements for progress payments, and delete payment delay provisions. Replace the Terms of Payment Section pages 1 through 5 dated April, 2002, with the Attached Terms of Payment Section pages 1 through 5 dated March, 2003.

4. Availability of Granular Materials: Granular materials are no longer available from Owner's stockpiles. Item 17, Instructions to Tenderers, delete all, and replace with the following new item 17:

"17. Availability of Granular Materials

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."

Attachments:

Appendix H – Transportation of Materials dated March 2003, 2 pages

Terms of Payment dated March, 2003, 5 pages

END OF ADDENDUM

Project Officer:	David Allen	Date
Project Manager:	Shane Slifka	Date
Other		Date

TRANSPORTATION OF MATERIALS - APPENDIX H

1. Transportation/shipping and handling of materials and all costs thereof are the responsibility of the Contractor unless otherwise noted. **Modes of transporting materials shall be decided by the Contractor unless by marine transport in which case Clause 2 shall apply.**
2. Whenever marine (water) transport is to be utilized, the Contractor shall use the Government of Nunavut specified carriers, and space should be booked directly with the carriers, as follows:

- 2.1 For the following communities in the Baffin Region:

South Baffin: Cape Dorset, Kimmirut, and Pangnirtung,
and

High Arctic including North Baffin:

Arctic B(PW&S) ay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq (Broughton Island), and *Kugaaruk (Pelly Bay) (*as far as Nanisivik for furtherance)

Nunavut Eastern Arctic Shipping (NEAS),

By ships loading at the Montreal area Port of Valleyfield:

Contact: John Lepine

Phone, Toll free: (877) 225-6327

Fax: (514) 523-7875

*for transport to **Kugaaruk** beyond Nanisivik, the Carrier is:

Canada Coast Guard

Contact: John -Perry- Perrozzino

Phone: (613) 998-1585

Fax: (613) 991-9261

- 2.2 For the following communities in the Baffin and Kivalliq Regions:

Foxe Basin: Hall Beach, Igloolik, and Repulse Bay,
and

Iqaluit,
and

Kivalliq: Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove (Note: shipping to Kivalliq is from Montreal area):

Nunavut Sealink and Supply (NSSI),

By ships loading at the Montreal area Port of Ste-Catherine:

Contact: Daniel Desgagnés

Phone: (450) 635-0833

Fax: (450) 635-5126

2.3 For the following communities in the Kitikmeot Region:

Kitikmeot: Cambridge Bay, Kugluktuk (Coppermine), Gjoa Haven, and Taloyoak:

Northern Transportation Company Limited (NTCL),

By barges loading at Hay River, Northwest Territories

Contact: Lynette Storoz

Phone: (867) 874-5100

Fax: (867) 874-5102

3. The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, Contractors are to bid using the published sailing schedules and rates available from the above marine carriers, and also available from the Department of Public Works and Services, Contracts & Procurement Section, Contact: John Fast, Traffic Coordinator at (867) 975-5437.
4. In exceptional or extraordinary circumstances, where the specified marine carrier's sailing schedule is in substantial conflict with the project schedule, the GN will review the circumstances, taking into account the adverse impact on the project and the specified marine carrier's interests, and the GN may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than the specified marine carrier, depending upon the circumstances; and such authorization must be in writing.
5. If a Contractor uses a marine carrier other than the GN contracted marine carrier without the GN's written authorization to do so, the Contractor shall be responsible for extra freight cost, administrative costs or any other costs, incurred by the GN which result directly or indirectly from the Contractor's failure to use the GN specified marine carrier as set out in this Appendix. The Contractor shall also be responsible to refund to the GN any monies saved by the Contractor by using a marine carrier other than the specified marine carrier as set out in this Appendix H.

TERMS OF PAYMENT

TP1 AMOUNT PAYABLE - GENERAL

- 1.1 Subject to any other provisions of the contract, the Owner, hereinafter in these Terms of Payment the "Government of Nunavut" will pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the aggregate of the amounts described in TP2 exceeds the aggregate of the amounts described in TP3, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the contractor in respect of the Work to which the payment relates.

TP2 AMOUNT PAYABLE TO THE CONTRACTOR

- 2.1 The amounts "payable to the Contractor" are the aggregate of:

- 2.1.1 the amounts referred to in the Articles of Agreement, and
- 2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions, and
- 2.1.3 the amounts, if any, that are a bonus for Inuit Labour achieved, as described in the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) for the Work, and
- 2.1.4 the applicable Goods and Services Tax (GST).

TP3 AMOUNTS PAYABLE TO THE GOVERNMENT OF NUNAVUT

- 3.1 The amounts "payable to the Government of Nunavut" are the aggregate of the amounts, if any, that the Contractor is liable to pay the Government of Nunavut pursuant to the within contract, including any penalty assessed for Inuit Labour shortfalls, as described in the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) for the Work.
- 3.2 When making any payment to the Contractor, the failure of the Government of Nunavut to deduct an amount referred to in TP3.1, from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

TP4 TIME OF PAYMENT

- 4.1 For the purposes of this Term of Payment, "payment period" means a period of 30 consecutive days or such other interval as is agreed between the Contractor and the Government of Nunavut.
- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the "Representative", as designated by the Government of Nunavut and set out in Article of Agreement A1.2.1, in respect of that payment period a written invoice for that part of the Work that has been completed with the required associated backup and a listing of material that was delivered to the Work site but not incorporated into the Work during that payment period. The Contractor's official invoice shall include, as a minimum; - a full description of the Work and materials, the Contract number, the Contractor's GST Registration Number, and the dollar values as follows: Sub-total #1 (no GST), the Holdback, Sub-total #2 (Sub-total #1 less the Holdback), and the Grand Total (Sub-total #2 plus GST).
- 4.3 The Representative, as designated by the Government of Nunavut, will, not later than ten days after receipt of the invoice referred to in TP4.2:
 - 4.3.1 inspect or otherwise satisfy themselves that the part of the Work and the materials described in the invoice have been provided in a satisfactory manner (an inspection may be carried out by either a Representative designated by the Government of Nunavut, or its' consultant), and
 - 4.3.2 coordinate with the Contractor to resolve any disagreements on the content and amount of the invoice (obtaining a corrected invoice from the Contractor if changes are required), and
 - 4.3.3 complete a Request for Contact Payment (RCP), indicating on it the date that the Contractor's invoice was approved, and

- 4.3.4 send to the Government of Nunavut, Public Works and Services Department (PW&S)'s finance section the original invoice that has been agreed upon along with a Request for Contact Payment (RCP) signed by the Representative, as designated by the Government of Nunavut, (and PW&S's Regional Project Manager or the Regional Director depending on the signing authority of these persons) and a copy of the PW&S's Major Works Contract Payment Check List with the appropriate sections filled out. In addition, the Representative, as designated by the Government of Nunavut, will send a copy of the agreed invoice and the RCP to the Contractor.
- 4.4 Subject to TP1, the Government of Nunavut, will pay the Contractor in accordance with the amounts stipulated hereunder. Invoices of Nunavut Contractors, as defined by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy), will become due and payable 20 days after receipt of the invoice, provided the invoice is approved by the Representative, as designated by the Government of Nunavut, as specified in TP4.3. Invoices from other Contractors will become due and payable 30 days after approval of the invoice by the Representative, as designated by the Government of Nunavut, as specified in TP4.3:
- 4.4.1 an amount that is equal to 95% of the value that is indicated in that invoice if a labour and material payment bond has been furnished by the Contractor, or;
- 4.4.2 an amount that is equal to 90% of the value that is indicated in that invoice if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 Subject to TP1 and TP4.6, the Government of Nunavut will, not later than 20 days for Nunavut Contractors (as defined by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) of the GN) or 30 days for other Contractors after the date of issue of a Substantial Certificate of Completion referred to in GC43.2, pay the Contractor the amount referred to in TP1 less the aggregate of;
- 4.5.1 the sum of all payments that were made pursuant to TP4.4,
- 4.5.2 an amount that is equal to the Government of Nunavut's estimate of the cost to the Government of Nunavut of rectifying defects described in the Substantial Certificate of Completion, and
- 4.5.3 an amount that is equal to the Representative, as designated by the Government of Nunavut, estimate of the cost to the Government of Nunavut of completing the parts of the Work described in the Substantial Certificate of Completion other than the defects referred to in TP4.5.2
- 4.6 It is a condition precedent to the Government of Nunavut's obligation under TP4.5 that:
- 4.6.1 the Contractor has made and delivered to the Government of Nunavut's Representative a statutory declaration described in TP4.7 in respect of a Substantial Certificate of Completion referred to in GC43.2, and
- 4.6.2 the Contractor has complied with the various requirements to provide Inuit Local and Nunavut Employment and involvement reports as set out in this contract.
- 4.7 A statutory declaration referred to in TP4.6 and TP4.9 shall be submitted on the attached form, page 4 & 5.
- 4.8 Subject to TP1 and TP4.9, the Government of Nunavut will, not later than 20 days for Nunavut Contractors (as defined by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) of the GN or 30 days for other Contractors after the date of issue of a Final Certificate of Completion referred to in GC43.1 and provided that the Government of Nunavut is in receipt of statutory declaration as described in TP4.7, pay the Contractor the amount referred to in TP1 less the aggregate of:
- 4.8.1 the sum of all payments that were made pursuant to TP4.4, and;
- 4.8.2 the sum of all payments that were made pursuant to TP4.5.

TP5 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE GOVERNMENT OF NUNAVUT

- 5.1 Neither a RCP referred to in TP4.3 nor any payment made by the Government of Nunavut, pursuant to these Terms of Payment shall be construed as an admission by the Government of Nunavut, that the Work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP6 RIGHT OF SET-OFF

- 6.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract, the Government of Nunavut, may set-off any amount payable to the Government of Nunavut by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract or under any current contract.
- 6.2 For the purposes of this Terms of Payment document, "current contract", means a contract between the Government of Nunavut and the Contractor;
- 6.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or;
- 6.2.2 in respect of which the Government of Nunavut, has, since the date on which the Articles of Agreement were made, exercised any right to take the work that is subject of the contract out of the Contractor's hands.

TP7 PAYMENT IN EVENT OF TERMINATION

- 7.1 If the contract is terminated pursuant to GC40, the Government of Nunavut, will pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

Certificate of Completion
STATUTORY DECLARATION

THE MATTER OF a contract bearing

#

between the Government of Nunavut and

(Insert full name of contractor)

herein the Contractor,

for _____
(briefly describe the work to be performed)

dated the _____ day of _____,

and

IN THE MATTER OF the Certificate of Completion relating thereto

TO WIT:

I, _____ of _____
(print or type full name of declarant) (declarant's city of residence)

DO SOLEMNLY DECLARE:

(1) That I am _____
(print or type declarant's position or title with the Contractor or state that the declarant is the Contractor)

And as such have a personal knowledge of the said contract and of the facts and matters stated herein.

(2) That all assessments and levies under The Unemployment Insurance Act, The Workers' Compensation Act or other social or labour legislation in respect of the said contract have been fully paid:

(3) That all subcontractors, labourers and suppliers of materials and equipment whatsoever who have entered into agreements to supply goods or services which have been incorporated into the construction of this project have been fully paid except for contractual holdbacks and the further amount(s), if any, which is (are) listed below which is (are) being withheld from the subcontractor(s) listed herein, due to legitimate dispute(s) arising out of the performance, or lack of performance, of the work by the listed subcontractor(s).

Subcontractor(s)	Amount(s) in Dispute and Being Withheld
_____	_____
_____	_____
_____	_____
_____	_____

Certificate of Completion - STATUTORY DECLARATION

2nd page

and the following amounts, if any, which are being withheld pending payment to the Contractor by the Government of Nunavut.

Subcontractor(s)	Amount(s) Being Withheld
_____	_____
_____	_____
_____	_____
_____	_____

And I make this SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the LAWS OF CANADA and NUNAVUT.

DECLARED before me at _____
this _____ day of _____,

(Signature of Declarant)

(signature of person before whom declaration is made)

(print name of person before whom declaration is made)

A Notary Public, Commissioner, etc. _____

(please state clearly authority for receiving solemn declarations - notaries to affix notary seal)

NOTE 1 Where the Contractor is a corporation or a partnership, declarant's position in the corporation or partnership, and the corporation or partnership name should be clearly shown in No. 1.

NOTE 2. Where the Contractor is an individual, that person must make the declaration. Where the Contractor is a partnership the declaration must be made by one of the partners. Where the Contractor is an incorporated company, the declaration must be made by the President, Vice-President, Secretary Treasurer or a Director. If any other person makes the declaration, two copies of the by-law issued under the corporation seal, authorizing the individual to execute documents must be submitted with the first declaration of each contract.

If this declaration is not complete in every detail, it will be returned for completion and payment will be delayed.

The following section of the Criminal Code of Canada is hereby brought to the attention of the Declarant:

122. Everyone who, not being a witness in a judicial proceeding but being permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense and is liable to imprisonment for fourteen years.

122.1 (1) Everyone who, not being specially permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such a statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense punishable on summary conviction."



Construction Contract

Project No: 02-4200

Name of Project: Gjoa Haven Water Works and Water Supply
Water Treatment Plant

Project Location: Gjoa Haven, Nunavut

Contract Number: CT03-2004

Government of Nunavut

Revised: April 2003

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INSTRUCTIONS TO TENDERERS

Contract No.: CT03-2004

Project No.: 02-4200

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) 983-4124 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".

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: 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. COMMERCIAL ROOM AND BOARD

On Contracts where a Commercial Room and Board Facility 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 maintain their primary residence in the community or stay in their primary residence and commute to the project location by land, water or air on a daily basis. Where the following definitions shall apply:

- .1 Commercial Room and Board Facility
- (a) means a facility that is:
- operated by a Nunavut business and is
 - licensed by the Government of Nunavut under the Travel and Tourism Act as a "tourist establishment", and is
 - licensed by the Government of Nunavut under the Eating or Drinking Place Regulation, and
 - meets all of the requirements of the Fire Protection Act, the Public Health Act and any other applicable Government of Nunavut or federal legislation.

- (b) means a facility that is not a bed and breakfast facility:

Where there is no Commercial Room & Board facility available, the Owner may direct the Contractor to use a Bed & Breakfast facility which provides a comparable service and standard to a qualified Commercial Room & Board facility. The utilization of any other room and board facility must be approved by the Owner.

- .2 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.

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

16. **TRANSPORTATION**

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

17. **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 Nangminiqatunik 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



Construction Tender

Project No: 02-4200

Name of Project: Gjoa Haven Water Works and Water Supply
Water Treatment Plant

Project Location: Gjoa Haven, Nunavut

Government of Nunavut

Revised: April 2003

TENDER FORM

1. PROJECT INFORMATION

Project Title: Gjoa Haven Water Works and Water Supply, Water Treatment Plant

Project Location: Gjoa Haven, Nunavut Project Number: 02-4200

Project Owner: The Government of Nunavut, herein the "Owner", represented by the Minister of the
Department of Public Works and 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. _____ to No. _____ 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

TENDER FORM

between the written and numerical amount, the lowest version will govern.

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: 02-4200

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):

6. Technical or General Specifications
(list or refer to technical specification index):

