

*INSTRUCTIONS FOR USING THIS TENDER DOCUMENT TEMPLATE*

*Instructions to the author of this Tender document are written in Italics.*

*Decide which **optional** paragraphs (in italics) are needed, and delete those not needed. Change paragraph numbering and page numbers throughout the document, including the Table of Contents, as necessary to accommodate material that has been added or deleted. In the final version of this Tender document, all text in italics should be either changed to regular font, if the author of this Tender document chooses to utilize the text, or deleted.*

*Please delete this page from the final document.*

SERVICE CONTRACT

TENDER DOCUMENT  
*(Price Driven)*

**NAME OF TENDER**

SAMPLE

***Description - provide a clear but concise description of the service that is being tendered.***

***Department Name***  
***Date prepared***

**Yukon**

Government  
Tendering  
Revised 04/12/07

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### ***NAME OF CONTRACT BEING TENDERED***

# SAMPLE

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## SECTION 1: INSTRUCTIONS TO BIDDERS

- Bids must be submitted on the Bid Form provided with this document, enclosed and sealed in an envelope, or the green tender envelope provided and:

Mailed to:	OR	Hand Delivered to:
Yukon Government Contract Services P.O. Box 2703 Whitehorse, Yukon Y1A 2C6		Contract Services Office Second Floor 4141-4th Avenue Whitehorse, Yukon Phone: (867) 667-5385

- Bids must be received at the location specified above, before the specified time. Bids received after this time will not be considered regardless of the reason for their being late and will be returned to the bidder unopened.
- Questions regarding the tendering of this contract may be directed to the Contract Services Office at (867) 667-5385 prior to the closing time of  

4:00 p.m., Local Time  
***Date of Bid closing (Tues/Wed/Thurs)***
- As soon as possible following the bid closing time, the bid envelope will be opened in the Contract Services Office, at the address specified in Clause 1, above.

If discrepancies or omissions are found in the specifications or other documents in this package, or if any clarification is required, contact the Project Manager (identified in Section 2, Supplementary Instructions). The Project Manager will respond in writing or by issuing addenda to all bidders.

If addenda are issued, or if there are any changes to the work, all reasonable efforts will be made to inform all bidders in writing prior to the close of the tender period. All addenda become part of the Contract Documents and receipt of addenda should be acknowledged by the bidder on the Bid Form. Failure to provide such acknowledgement will, however, not alter that all addenda will be incorporated into the terms of the Contract. It is the sole responsibility of the bidder to ensure all addenda issued during the tender period were received by the bidder.

- The bidder shall identify, on the tender envelope containing the bid, the business name and address, the name of the tender enclosed, and the date and time of Bid Closing.

6. If a bidder wishes to verify that a bid has been received prior to bid closing time, telephone the Contract Services Office (867) 667-5385. The bidder must identify the business name before this information will be released. No other information concerning the bids will be released under any circumstances prior to tender opening.
7. Bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted prior to the bid closing time. The bid will be returned to the bidder unopened.
8. Bids submitted by individuals shall be signed by such individuals. Bids submitted by partnerships shall be signed by at least one partner. Bids submitted by corporations shall be signed by properly authorized signing officers and sealed if the corporation has a seal.

Erasures and/or corrections shall be initialled by the person (s) authorized to sign the proposal.

9. The property and/or services contracted for are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods & Services Tax under authority number R107442840.

It is the responsibility of the bidder to apply directly to Canada Revenue Agency for Input Tax Credits on any Goods and Services Tax paid.

10. The Owner need not accept the lowest, the highest ranked, or any bid, and reserves the right to reject or accept any bid without further explanation.
11. The bid shall be unconditional, irrevocable and open to acceptance by the Yukon Government at any time within thirty (30) days after the date on which bids close.
12. No bid faxed or e-mailed to the Contract Services Office will be considered. **Sealed bids** are required. However, where a formal bid has been received before the specified date and time of bid closing, amendments to the bid by facsimile at (867) 393-6245 are acceptable, provided that such amendments are also received at the location specified in clause 1 prior to the specified tender closing time. **In order to maintain the confidentiality of the bid, an amendment in the form of a fax must specify only the change to the bid price, not the total revised bid price. An amendment increasing the total bid price may require a corresponding increase in any required bid security.**
13. Any items omitted or any special conditions or qualifications added to the bid may cause the bid to be rejected, and may affect the evaluation of the bid. Any bid

offered on forms other than the one provided or with alterations may be rejected. No escalation clauses will be accepted.

14. Failure to comply with any instruction contained in this tender document may be deemed sufficient cause for the rejection of all or part of any bid. Any items omitted or any special conditions or qualifications added to the bid may cause the bid to be rejected.
15. If, in the opinion of the Yukon Government, a bid contains a minor defect or fails in some way to comply with any requirement of this tender document that, in the opinion of the Yukon Government can be remedied without providing an unfair advantage with respect to other bidders, the Yukon Government may request clarification from the bidder, and the Yukon Government, upon receipt of appropriate clarification, may waive the minor defect or any irregularity and accept the bid. Any failure by the bidder to provide a written response that, in the opinion of the Yukon Government properly clarifies its bid, within the time specified in the request for clarification, may result in rejection of the bid.
16. Bidders are solely responsible for their own expenses in preparing their bids.

SAMPLE

## SECTION 2: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Direct all questions in reference to the work on this contract to the Project Manager at:

***Project Manager's NAME & TITLE***  
***Department Name***  
***Office Location***  
***Phone Number***

This will be a price-driven contract. Once minimum standards and/or mandatory requirements are met, any contract award will be based on the lowest price bid.

***Some sample clauses which may be included in the Supplementary Instructions include:***

1. *Mandatory Requirements for acceptance, e.g. Provision of professional license, proof of educational diploma etc.*
2. *Identify if Bid Security or Contract Security is a requirement and if so, the amount.*
3. *If the contract is such that a number of questions are likely to be raised, a tender briefing may be desirable. Information on such a meeting should be included in this section.*
4. *To avoid last minute addenda, or prevent the need for extending the closing date due to last minute questions, a date after which no more questions from bidders will be answered may be included in this section. [In any event, no addenda should be issued within 48 hours of tender closing, except to extend the tender closing date and time.]*
5. *In the event of a tie bid (all other things being equal), a formula by which to resolve the tie bid can be stated here.*

## SECTION 3: CONTRACT SPECIFICATIONS

### 1. Description

*Provide a full description of goods or services to be delivered (including estimated quantities where applicable).*

*Include:*

- *The objective of carrying out the contract*
- *Any background information that is relevant to the contract.*
- *Description of the project and requirements.*
- *Any required project drawings or plans.*
- *Detailed specifications of the work to be performed.*
- *Specific information on all relevant conditions that would affect the price of the goods and services. This may include the description of any work being completed by another contractor or by government staff that may affect the delivery of the contract, hours of work, access to the site, any constraints or restrictions to the work.*
- *An outline of the responsibilities of the contractor and of the government (Owner, contracting authority).*

### 2. Relevant Dates

*The completion date(**must be stated**) or any other timing considerations which are to be terms of the contract and including important target dates throughout the contract period.*

### 3. Performance Standards

*Performance standards should be provided to inform the bidder how performance under the contract will be evaluated. This section should clearly define that the contract will be price driven and identify acceptable standards of performance.*



## SECTION 4: GENERAL CONDITIONS

For the purpose of interpretation, Yukon Government is the "Owner" in this contract.

1. **TIME OF ESSENCE** Time is of the essence of this Contract.
2. **COMPLETION** This contract will be for the completion of the requirements as described in the Contract Specifications, Section 3.
3. **CONFIDENTIALITY** The Contractor will treat as confidential and will not, without the written permission of the Owner, publish, release or disclose or permit to be published, released or disclosed, either before or after termination of this contract, any information supplied to, obtained by or which comes to the knowledge of the Contractor under this contract. The Contractor will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the contract, are strictly controlled, to the satisfaction of the Owner.
4. **TECHNICAL CONSULTATION** The Contractor will be permitted to consult with the Owner's delegate.
5. **PERFORMANCE** The performance under this Contract is to be carried out to the complete satisfaction of the Owner.
6. **WARRANTY BY CONTRACTOR** The Contractor warrants that the Contractor is competent to perform the work required under this contract, in that the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the work.
7. **GOVERNING LAW** This Contract will be deemed to have been made in and will be interpreted and enforced in accordance with the laws in force in the Yukon.
8. **LAWS, PERMITS AND BY-LAWS** The Contractor will comply with all laws and regulations applicable to the place of the work, whether Federal, Territorial, or Municipal, including the Fair Wage Schedule of the Employment Standards Act (Yukon), and will pay for all permits and certificates required in respect of the contract.
9. **BUSINESS LICENSE** The contractor may be required to provide proof that it has a business license appropriate for the location of the work under the contract.
10. **WORKERS' COMPENSATION BOARD** The Contractor must provide a "**Letter of Good Standing**" from the Yukon Workers' Compensation Health and Safety Board prior to first payment, and a "**Letter of Clearance**" from the Yukon Workers' Compensation Health and Safety Board prior to the last payment.
11. **INTERPRETATION** Should any dispute arise concerning the meaning or intent of the Contract, the Owner will make a decision, which will be final unless the Contractor disputes such decision by a written notice within 10 days of it, whereupon the dispute will be resolved according to GC 12 - DISPUTES, below.

12. **DISPUTES** If a dispute cannot be resolved immediately by the Owner's decision or negotiation between the parties, the dispute may be:
- referred by either party for mediation before a Project Mediator 10 days after commencing negotiations; and
  - referred to arbitration (before an arbitrator appointed by mutual agreement or by Mediation Yukon) 10 days following the end of such mediation, notwithstanding that other necessary parties will not be bound by any arbitrated resolution of this dispute.

If neither party refers a dispute to mediation or arbitration within 10 days after written notice that negotiations or mediation are at an end, either party may refer the dispute to the courts or both parties may agree to proceed to mediation or arbitration, in accordance with the Arbitration Act.

13. **EXECUTION OF THE WORK** The Contractor will, for the stated contract price, provide all necessary labour, materials, tools and equipment and will carry out in a careful and professional manner and to the satisfaction of the authorized representative of the Owner, the work set out under description of the work and more particularly described in the specifications. All materials used in the execution of the contract must be new and of the best quality and installed or applied in accordance with manufacturer specifications.
14. **NO ASSIGNMENT** Without the prior written consent of the Owner, the Contractor will not assign or sublet this Contract or any of the Contractor's rights, benefits or monies accruing hereunder, and any purported assignment without such consent will be void.
15. **CHANGES** Changes to the contract will only be made on receipt of written instructions from the Owner. Any resulting adjustment to the contract price will be agreed upon by the Owner and the Contractor and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.
16. **DELAY** No payment will be made for any extension of the **completion date** for the contract given to the Contractor due to delay encountered during the execution of the contract, unless such delay was caused by the Owner.
17. **SUSPENSION OF WORK** In the event that work on the contract is suspended, the Contractor will arrange for protection of the work as directed by the Owner. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work.
18. **TERMINATION** The Owner may at any time, upon 6 days' notice in writing to the Contractor, suspend or terminate the Contract for reasonable cause. The Owner's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made.
19. **CO-OPERATION AND MAKING GOOD** The Contractor will perform work under the contract with minimum disturbance to personnel and the public and ensure that the health and safety of persons occupying adjacent or contiguous parts of the building or project are protected.

The Contractor will obtain the approval of the Owner for the hours during which the work will be performed and will provide a work schedule for approval by the Owner upon request.

20. **PROPERTY OF THE OWNER** The Contractor will be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of the contract, unless and to the extent that such loss or damage is caused or contributed to by the Owner.
21. **PAYMENT** *The Contractor will submit monthly invoices.* Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 days after receipt thereof. As the price is not subject to GST, the Contractor's invoice is to show the amount claimed for work satisfactorily performed excluding GST.

Payment by the Owner to the Contractor is subject to section 24(2) of the Yukon Financial Administration Act, as follows:

"It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the financial year when the payment falls due."

22. **INTEREST ON OVERDUE ACCOUNTS** If the Owner fails to make payment to the Contractor within 30 days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid accounts, provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly.
23. **DEDUCTIONS** The Contractor will pay all valid claims for wages and other expenses it incurs in respect of the contract, as and when such claims become due. If the Contractor fails to do so, the Owner may do so and deduct from monies owing to the Contractor such sums including: any outstanding wages owing to persons employed to perform the contract; any assessments of the Yukon Workers' Compensation Health and Safety Board or the Employment Insurance Commission relating to the contract; and any other claims, charges or encumbrances arising in any manner whatsoever from the operations of the Contractor which the Owner determines to be valid and enforceable. The Owner may also set off against amounts owing to the Contractor any sums owing by the Contractor to the Owner.
24. **WORKERS** The Contractor will ensure that all workers on the project are competent and qualified to do the work. The Contractor will be responsible for all statutory assessments, returns, remittances, and deductions in respect of the Contractor's workers, including under the Workers' Compensation Act (Yukon), Employment Insurance Act, Income Tax Act and Canada Pension Plan Act.
25. **INDEMNIFICATION** The Contractor will indemnify and save harmless the Owner from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its subcontractors or their agents or employees with respect to the contract.

26. **INSURANCE** The Contractor, during the period of time the Contract is in force and during any warranty period stated in this contract, will maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner.
- Comprehensive General Liability Insurance with a minimum liability limit of \$2,000,000 per occurrence covering bodily injuries and property damage and including the Contractor's premises, property and operations; contingent liability with respect to the Contractor's subcontractors; and contractual liability covering the Contractor's liability under this Contract with the Owner;
  - Automobile Insurance covering all vehicles used in the performance of the contract;
  - Aircraft Liability Insurance with a minimum liability limit of \$5,000,000 per occurrence, if aircraft are to be used in the performance of the contract.

The policy will state that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to the Owner. Any deductible will be borne by the Contractor.

The Yukon Government will be specified as an additional insured on all insurance policies contemplated in this contract.

Once the contract is signed, the contractor may be requested to provide a Yukon Government certificate of insurance, form YG(4548Q)F1 confirming the required insurance is in place.

If the Contractor fails to provide, maintain and pay for insurance as required by this clause, other than Automobile Insurance, the Yukon Government shall have the right to obtain and pay for the required insurance, the cost of which shall be payable on demand by the Contractor. The Yukon Government shall have the right to offset such amounts from monies due to the Contractor if not paid within 15 days.

26. **ACCESS TO WORK** The Contractor will permit the Owner or its representatives to have access to the work at all times during the execution of the work and will cooperate fully with other contractors or workers sent to the place of the work by the Owner.
27. **SECURITY REQUIREMENTS** Where, in the opinion of the Owner, it is in the public interest to obtain security to ensure the due performance of this contract, the Owner may require security, in such form and such amount as the owner specifies in Section 5, SUPPLEMENTARY GENERAL CONDITIONS.
28. **OWNERSHIP** The Owner is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any other use without the prior written consent of the Owner. "Material" includes both tangible and intangible (including intellectual) property.
- 29 **ENTIRE AGREEMENT** This Contract constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all previous negotiations, communications and other agreements in respect of it, unless they are specifically incorporated by reference into this Contract.

30. **WAIVER** The failure by the Owner to exercise or enforce any of the terms or conditions of this Contract will not constitute or be deemed a waiver of the Owner's rights to enforce each and every term of this Contract. The failure by the Owner to insist upon strict performance of any of the terms or conditions of this Contract will not be deemed a waiver of any subsequent breach or default in the terms or provisions herein.

SAMPLE

## SECTION 5: SUPPLEMENTARY GENERAL CONDITIONS

*This section should be used when changes or additions to the standard conditions are needed. If changes are very minor in nature - they can be made in the General Conditions and this section can be deleted. If no changes are needed, delete this section. Additional terms and conditions here can include:*

1. **CONFLICTS** *Where a conflict exists between a General Condition clause and the Supplementary General Conditions, the Supplementary General Conditions will govern.*
2. *Any clauses in the General Conditions that do not apply to this specific contract should be removed through a Supplementary General Condition(eg. General Condition #?? does not apply to this contract) .*
3. **CONTRACT RENEWALS** *Contracts should be for fixed term. If however, there is a specific requirement for a renewal, the conditions under which that renewal will be allowed must be clearly stated. (Note: maximum contract length without Management Board approval is 3 years.)*
4. **TRAVEL/DISBURSEMENTS** *All costs are the responsibility of the Contractor and must be included in the price bid. This includes any provision for travel and or disbursements. Such allowances must be included in the bid price so that the total costs of all bids can be evaluated equally.*
5. **SECURITY CONDITIONS, HOLDBACKS, WARRANTY, ETC.** *If applicable, they must be appropriate for the contract. This section must include the form, amount and conditions of any required performance security, penalty permitted by law, holdbacks, or warranty requirements. (Bid security and/or a bid deposit may also be required, in which case this should also be addressed in the Supplementary Instructions to Bidders).*
6. *Any project specific contract term which is not addressed in the General Conditions can be added to this section.*

## SECTION 6: BID FORM

**TENDER NAME**

**This document must be submitted in the tender envelope.**

1. I/We hereby submit a Bid for the (**Tender Name**) in accordance with these documents.
2. I/We have carefully examined the specifications together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the specifications for:

GRAND TOTAL IN FIGURES: \_\_\_\_\_  
(reflect price format requested, e.g. if requesting per diem price, unit price, then change this section accordingly)

3. In the event of our bid being accepted, I/we agree to enter into a contract with the Owner on the Yukon Government Contract form, which will form part of this contract. In the event of conflict between terms and conditions of this tender document and the Yukon Government Contract form, the terms and conditions of this tender document prevail. (**attach copy of contract form**).

#### 4. Addenda

I/We acknowledge receipt of the following addenda issued during this tender call:

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

#### 5. Tender Closing Date:

4:00 p.m. Local Time (Same format as in Section 1, #3, Instructions to Bidders).

6. The Owner need not accept the lowest or any bid and reserves the right to reject or accept any or all bids without further explanation.
7. In consideration of being permitted to tender, I/we agree that this bid is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after opening of the bid(s), whether any other bid has been accepted or not.
8. I/we represent and warrant that the bidder has full power and authority to enter into, perform and execute the Contract, and each person signing this Bid Form on behalf of the bidder is properly authorised to do so.
9. I/we have read these Tender Documents, understand them and intend to be bound by them.

BIDDER' FULL LEGAL NAME: \_\_\_\_\_

\_\_\_\_\_

DOING BUSINESS AS (if different from above): \_\_\_\_\_

FULL BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS LICENSE NO.: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

Sign this form in the space(s) below as follows:

**Sole Proprietorship:**

Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

**Partnership:**

Partner(s) to sign where indicated. Insert the word "Partner" against each signature under Title(s).

**Corporation:**

This Form must be signed by one (or more if required by the corporation's own procedures) duly authorized officer of the company, and the officer's position in the company indicated beside the signature. The Corporate seal of the company, if any, must also be affixed to this Form by a person authorized to do so.

Executed by or on behalf of the Bidder this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE(S): \_\_\_\_\_ TITLE: \_\_\_\_\_

(AND SEAL IF ANY)

PRINTED NAME: \_\_\_\_\_



*The following forms are provided for your convenience:*

**ADDENDA FORM**

*This form is used in the event of changes/clarification during the tender period. Prior to issuing an addendum, please contact Contract Services.*

***Contracting Authorities are reminded not to issue Addenda within 48 hours of tender closing, except to extend the closing date and time.***

**SAMPLE TENDER REVIEW MINUTES**

*This sample contains the basic important questions; feel free to add questions that tailor it to the needs of the project. Contract Services staff are available to attend tender review meetings.*

*PLEASE DELETE THIS PAGE AND THE FOLLOWING SAMPLE FORMS FROM THE FINAL TENDER DOCUMENT.*

SAMPLE



Department of  
(Insert your Department Name Here)

## ADDENDUM

Addendum No.  
Page  
Date:

---

Description and Location of Project:

To All Bidders:

General:

- This addendum shall be read in conjunction with the original tender documents.
- Where inconsistent with the above, this addendum shall govern.
- No consideration shall be allowed for increases (extras) to the CONTRACT PRICE, or otherwise to modify the Contract terms, due to any failure of the Contractor being familiar with this addendum.
- The Bidder should insert in the Bid Form the numbers of addenda received by her/him during the tender period. This addendum forms an integral part of the Contract Documents and is included therein
- It is the Bidder's responsibility to ensure all addenda have been received by the Bidder prior to tender closing.

Scope of this Addendum:

---

Attachments:

Project Manager:

Date:

**MINUTES OF TENDER MEETING**  
*(Insert your Department Name Here)*  
*Insert your Branch Name Here*

<b>Project:</b>	
<b>Date of Meeting:</b>	<b>From:                      To:</b>
<b>Location:</b>	<b>Purpose:                      Tender Review</b>
<b>Minutes By:</b>	
<b>Present (Name and Organization Represented):</b>	

ITEM	DESCRIPTION	ACTION
1.	Contractor is satisfied with the bid in its present form.	
2.	Contractor is familiar with Yukon Government Contracting Directive and Contract format.	
3.	Contractor understands that all insurances, securities and permits must be in place prior to start of work.	
4.	Contractor is to submit a schedule of work and a payment schedule upon contract award.	
5.	Contractor understands that a statutory declaration must accompany all progress/final payments after first payment.	
6.	Contractor agrees to start work within ___ days of award, foresees no problems in construction or meeting the completion date of _____.	
7.	Contractor understands by written notice that a pre-project consultation with Occupational Health & Safety is required prior to the initiation of work. Telephone 667-3424.	
8.	Contractor agrees to and understands all areas of the terms, conditions and scope of work in respect to the contract.	

SAMPLE