

Tender Closing Date: \_\_\_\_\_

Contract No.: **SS** \_\_\_\_\_

Date for Total Performance of the Work: \_\_\_\_\_

Project Coding: \_\_\_\_\_

**GOVERNMENT OF THE YUKON  
MINOR WORKS AND REPAIR CONTRACT  
Tender and Acceptance Form**

**Project:**

Upon acceptance of your quotation by the Government of the Yukon and subject to the GENERAL CONDITIONS, you are authorized to proceed with the Work described below for the stated contract price under the terms and General Conditions of the Contract.

**CONTRACTOR - NAME / ADDRESS:**

\_\_\_\_\_

**SEND INVOICE TO:**

Government of the Yukon  
Property Management Agency  
P.O. Box 2703 (G-5)  
Whitehorse, Yukon Y1A 2C6  
**Attention:**

**Description and Location of the Work:**

The undersigned Contractor hereby offers to perform the Work described above for the stated Contract Price and acknowledges that, upon acceptance by the Government of the Yukon, the Contractor will be bound by the attached General Conditions and will complete all Work by the Date for Total Performance of the Work.

**CONTRACTOR - PLEASE COMPLETE ALL INFORMATION:**

**Contract Price. NOT including G.S.T. ( \$ \_\_\_\_\_ )**

**Dollars**

(Total Amount in Words)

I/We hereby acknowledge that this Invitational Tender is **restricted to Yukon Businesses** and submission of this bid confirms that I/we meet at least two of the criteria identified in the Contract Regulations, to define a "Yukon Business".

\_\_\_\_\_  
(Firm Name) \_\_\_\_\_  
(Business License Number)

\_\_\_\_\_  
(Signature of Authorized Signatory) \_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Authorized Signatory) \_\_\_\_\_  
(Date)

**DIRECTIVE ON POST EMPLOYMENT RESTRICTIONS:**

I/WE HAVE \_\_\_\_\_ / HAVE NOT \_\_\_\_\_ been an employee with the Yukon Territorial Government in the last six months.  
(Please check off the appropriate box above and strike off the incorrect response.)

**ADDENDA:**  
I/We have received and included in this bid Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

**ACCEPTED AND AGREED TO BY GOVERNMENT OF THE YUKON:**

\_\_\_\_\_  
(Signature of Authorized Government Representative)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Authorized Government Representative)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
Date of Acceptance:

**GOVERNMENT OF THE YUKON**  
**MINOR WORKS AND REPAIR CONTRACT**  
**INSTRUCTIONS TO BIDDERS**

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1. Bids must be submitted on the Tender and Acceptance form provided, enclosed and sealed in the envelope provided, and hand delivered to:

Government of the Yukon  
Department of Government Services  
Property Management Agency (G-5)  
1st Floor - M & R Building  
133 Industrial Road  
Whitehorse, Yukon

*(the "Owner").*

A bid from a bidder in the form of a telegram, telex or facsimile will **not** be considered.

2. The time and date of bid closing is \_\_\_\_\_, **at 4:00 p.m.** local time. In order to be considered, bids must be received at the location specified in paragraph 1 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. The Bidder who wishes to verify that the bid has been received prior to bid closing time may do so by calling (867) 667-5733.
3. The Bidder shall identify, on the envelope containing the bid, the name and address of the Bidder, the name of the Project and the date and time of bid closing.
4. The Bidder who wishes to withdraw the bid from consideration may do so by submitting a written withdrawal letter to the same address to which the bid was submitted prior to bid closing time and the bid will be returned to the Bidder unopened.
5. The Owner need not necessarily accept the lowest or any bid and reserves the right to reject or accept any bid.
6. The successful Bidder shall be required to provide insurance as described in paragraph 14 of the General Conditions.
7. The goods and services to be provided for the Project are for the use of and are being purchased by the Government of the Yukon with Crown funds, and are therefore not subject to the GST. It shall be the responsibility of the Bidder to apply directly to Revenue Canada for input tax credits of any GST paid should the Bidder be awarded the Contract.
8. All questions in reference to this Project or arrangements to examine the premises of the Work must be directed to the Project Manager:

Property Management Agency  
Department of Government Services  
Whitehorse, Yukon  
Phone: (867)  
Fax: (867) 667-5349

9. Failure to comply with any item(s) of this tender shall be deemed sufficient cause for rejection of all or part of any tender by the Government of Yukon.
10. In consideration of being permitted to tender, I / We agree that this tender is irrevocable and open to acceptance by the Owner at any time within thirty (30) after opening of the tenders, whether any other tender has been accepted or not.

## GENERAL CONDITIONS

1. **TIME OF ESSENCE.** Time is of the essence of this Contract.
2. **INTERPRETATION.** Should any dispute arise concerning the meaning or intent of the Contract, the Government of the Yukon (the "Owner") shall make a decision which shall be final unless the Contractor disputes such decision by a written notice within 10 days of such decision whereupon the dispute shall be resolved according to GC 20 - DISPUTES.
3. **EXECUTION OF THE WORK.** The Contractor shall for the stated Contract Price furnish all necessary labour, materials, tools and equipment and shall carry out in a careful and workmanlike 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 drawings and specifications when applicable (the "Work"). All materials used in the execution of the Work must be new and of the best quality and installed or applied in accordance with manufacturer specifications.
4. **CHANGES.** Changes to the Work shall only be made on receipt of written instructions from the Owner. Any resulting adjustment to the Contract Price shall 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.
5. **INDEMNIFICATION.** The Contractor will indemnify and save harmless the Owner from and against all claims, demands, loss, costs, damages, action suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this contract.
6. **SECURITY.** Where, in the opinion of the contracting authority, it is in the public interest to obtain security to ensure the due performance of the contract, the contracting authority may require security, in such form and such amount as the contracting authority deems appropriate.
7. **TERMINATION.** The Owner may, upon 6 days notice in writing to the Contractor, suspend or terminate the Contract at any time for reasonable cause. The Owner's obligation to make payment to the Contractor shall cease when payment for work satisfactorily performed has been made.
8. **CO-OPERATION AND MAKING GOOD.** The Contractor shall perform the Work 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. The Contractor shall obtain the approval of the Owner for the hours during which the Work will be performed and shall provide a work schedule for approval of the Owner. The Contractor shall repair and make good all parts of any existing building affected by the Work. All work shall be equal in kind, quality and finish to that of the existing work, if any.
9. **PROPERTY OF THE OWNER.** The Contractor shall be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of the Work whether or not such loss arises from causes beyond the Contractor's control.
10. **PAYMENT.** The Contractor shall submit monthly invoices. Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The Government of the Yukon is exempt from payment of G.S.T., therefore, the Contractor's invoice is to show the amount claimed for work satisfactorily performed, excluding G.S.T. charges.
11. **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 pursuant to clause 10, interest shall 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 shall be calculated and added to any unpaid amounts monthly.
12. **DEDUCTIONS.** The Contractor shall pay all claims for wages and all other claims in respect of the Project as and when such claims become due. The Owner may deduct from moneys owing to the Contractor such sums including: any sums owing by Contractor to the Owner; any outstanding wages owing to persons employed to perform the Work; any assessments of the Workers Compensation Board or the Unemployment Insurance Commission relating to the Work; and any claims, charges or encumbrances arising in any manner whatsoever from the operations of the Contractor which the Owner determines to be valid and enforceable.
13. **WORKERS.** All workers shall be competent and qualified to do the Work. The Contractor shall be responsible for all assessments, returns, remittances, and deductions in respect of the Contractor's workers under the *Workers' Compensation Act (Yukon)*, *Unemployment Insurance Act*, *Income Tax Act* and *Canada Pension Plan*.

14. **INSURANCE.** The Contractor shall maintain the following insurance policy with minimum limits of liability as specified herein and in forms and with insurers acceptable to the Owner during the period of time the Contract is in force:

- (a) Comprehensive General Liability Insurance covering bodily injuries and property damage and including the Contractor's premises, property (including unlicensed motor vehicles) and operations; contingent liability with respect to the Contractor's subcontractors; contractual liability covering the Contractor's liability under this Contract with the Owner; and non-owned automobile liability. Minimum insurance limits: \$2,000,000 inclusive of bodily injuries and property damage;

A copy of the policy shall be furnished to the Owner upon request and the policy shall state that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to the Owner. Any deductible shall be borne by the Contractor.

15. **LAWS, PERMITS AND BY-LAWS.** The Contractor shall 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 shall pay for all permits and certificates required in respect of the Work.

16. **REMOVE DEBRIS.** The Contractor shall remove from the premises, as directed by the Owner, all rubbish or debris resulting from the Work. All waste will be placed as per the Owner's instructions.

17. **ACCESS TO WORK.** The Contractor shall permit the Owner or its representatives to have access to the Work at all times during the execution of the Work and shall co-operate fully with other contractors or workers sent to the Place of the Work by the Owner.

18. **NO ASSIGNMENT.** Without the prior written consent of the Owner, the Contractor shall not assign this Contract or any of the Contractor's rights, benefits or moneys accruing hereunder, and any such assignment without such consent shall be void.

19. **FINANCIAL ADMINISTRATION ACT.** Payment by the Owner to the Contractor is expressly subject to section 24(2) of the *Financial Administration Act* (Yukon), 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 fiscal year when the payment falls due.*

20. **DISPUTES.** If a dispute is not resolved in the first instance by the Owner's decision or negotiation between the parties, it may be referred 10 days after commencing negotiations to mediation by either party first before a Project Mediator and then 10 days following the end of such mediation, to arbitration before an arbitrator, both to be appointed by mutual agreement, failing which by Mediation Yukon, and to be conducted in accordance with the current CCDC 2 Rules of Mediation or Arbitration respectively amended for this Contract. If neither party requires mediation or arbitration within 10 days after a written notice that negotiations or mediation, respectively, are at an end, either party may refer the dispute to the courts or both may agree to proceed to mediation or arbitration notwithstanding that other necessary parties will not be bound by any resolution of this dispute.

21. **BUSINESS INCENTIVE POLICY FOR CONSTRUCTION.** Effective October 1, 1992 this policy applies to all projects for the construction, maintenance or repair of a public work, except those awarded by agencies and Crown Corporations, those where there are Federal cost share agreements and land development contracts where costs are charged back to the public. Contractors may apply for Yukon Apprentice, Youth and Materials rebates regardless of the contract award value. Yukon Labour rebates continue to be available only on contracts awarded for at least \$100,000.00 Contact the Business Incentive Office at 667-3505 for more information.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

### **1. BID REVIEW**

Pursuant to Section 10 of the Government of Yukon Contract Regulations, and Section 46 of the Contract Directive, O.I.C 1998/179, bids will be reviewed based on the following:

#### **1.1 Ranking**

- .1 Bid Price

#### **1.2 Review Criteria**

The Owner may request information from the highest ranking bidder so that the Owner can judge the ability of the highest ranking bidder to fulfil the contract requirements, using the following data:

- .1 The experience and qualifications of the Contractor's Superintendent.
- .2 The bidders experience in similar work.
- .3 The bidders financial capability.
- .4 The bidders past performance.

The Owner may request additional information as necessary to carry out the review.

- #### **1.3**
- Should the Owner judge the highest ranked bidder as not able to fulfil the Contract requirements, the Owner will proceed to review the next highest ranked bidder using the criteria in 1.2. This process will be used until a suitable bidder is judged to be capable of fulfilling the Contract requirements.