

**SECTION 00300 - TENDER FORM**

1. TENDER FOR THE CONSTRUCTION OF:

**CONTRACT NO. #, YYYY**  
**CONTRACT NAME**

1.1 SUBMISSION

The following Tender is hereby submitted to:

The Corporation of the City of Thunder Bay  
Victoriaville Civic Centre  
Supply Management Division (Main Floor)  
111 Syndicate Avenue South  
Thunder Bay, Ontario P7E 6S4

Hereinafter called the "Owner"

On behalf of:

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Contractor

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Address

Hereinafter called the "Tenderer"

1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

\_\_\_\_\_ (\$\_\_\_\_\_)

## 1.2 CONTINGENCIES AND ALLOWANCES

We agree that the Tender Price includes the contingency sum of \$\_\_\_\_\_ and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

## 1.3 QUANTITIES (Use this Clause for Unit Price Contracts Only)

The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the Schedule being approximate, we agree that the final valuation will be made based on actual quantities measured during, and on completion of the Work at the unit prices in the Schedule.

## 1.4 ADDITIONS AND DEDUCTIONS

1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work, or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in Paragraph 1.4.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable, the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

## 1.5 ADDENDA

We agree that we have received Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive, and the tender price includes for the provisions set out in such Addenda.

**1.6 CONTRACT TIME (Project Engineer to Select and Amend as Appropriate)**

- (i) We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work within ..... weeks from the date of issue of the written direction to start the work.
- (i) We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work by ..... (date).
- (i) We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work by the dates specified in the Contract Documents.
- (ii) The Tenderer agrees that if he fails to tender a Contract Time in the space or spaces provided therefor in the Tender Form or in any addendum to the tender package, he will, if requested to do so by the Owner, enter into a Contract with the Owner based upon a Contract Time to be stipulated by the Contract Administrator and which, in the opinion of the Contract Administrator, is fair and reasonable.

**1.7 DELETIONS**

We agree that any or all of Tender Items Nos. \_\_\_\_\_ may be deleted without affecting any other Tender Item prices.

**(Project Engineer to indicate the specific items, which are discretionary. Delete this clause if there are no items of this nature to be identified.)**

1.8 BREAKDOWN OF TOTAL TENDER PRICE (See Bids & Tenders Schedule of Pricing)

1.9 DECLARATIONS OF TENDERER

- (i) The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.
- (ii) The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.
- (iii) The Tenderer declares that any omissions in Tendering Statements A to G (**Project Engineer to edit**) will be submitted within two (2) working days after the opening of tenders.
- (iv) The Tenderer declares that the Breakdown of the Total Tender Price will be submitted within two (2) working days after the opening of Tenders (**for Lump Sum Tenders only**).

1.10 CONDITIONS OF TENDER

This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

**(Project Engineers to check that acceptance period is consistent with that stated in Information to Tenderers.)**

1.11 DISCLAIMER

The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.12 SIGNATURES

Offered by the Tenderer \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2000.

\_\_\_\_\_  
Signature of Tenderer, Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Tenderer, Title

\_\_\_\_\_  
Signature of Witness

**NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:**

**“I/We have authority to bind the Corporation.”**

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**DELETE THE FOLLOWING CLAUSE FOR CONTRACTS PREPARED BY THE CITY.**

ACCEPTED BY THE CORPORATION OF THE CITY OF THUNDER BAY THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 20XX.

\_\_\_\_\_  
BY-LAW NUMBER

\_\_\_\_\_  
CITY MANAGER

**FOR CONTRACTS PREPARED BY CONSULTING ENGINEERS OR ARCHITECTS, ADD SECTION 00310 AGREEMENT.**