

**TENDER AND ACCEPTANCE FORM
FOR
STIPULATED PRICE CONTRACT**

March 2011

Tender For: _____

Tenders must be submitted in a sealed envelope, clearly marked as to its contents (using the Envelope Cover Page included with this form) and delivered to:

To: Tendering Section
FM2031, Facilities Management Building
Department of Facilities Management
Memorial University of Newfoundland
St. John's, NF
A1C 5S7
Phone: (709) 864-4479 Fax: (709) 864-3039

NOTE: In the event that the University is closed earlier than normally expected prior to a scheduled tender closing for that day or for the full day, the closing date for those tenders will be extended to the next business day for the University at the same time as listed originally.

1. Sir: Having carefully examined the site and all conditions affecting the proposed work as well as the Tender Documents including the Drawings and Specifications, all Addenda and the Instructions to Tenderers, I/We, the undersigned, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools, equipment, etc., required to complete all work requisite and necessary for the proper execution of this Contract, expeditiously and in the satisfactory manner and accept in full payment therefore a stipulated sum of:

(\$ _____ **(HST included)**)

in Lawful money of Canada.

2. I/We agree to commence work within two (2) weeks after the acceptance of my/our tender and complete the work in _____ from the acceptance of the tender and to coordinate the scheduling of our work with that of all Subcontractors working on the Project. (See Appendix "D" for sample schedule that must be submitted within 10 days

of contract award.) The time of completion indicated herein will be a significant factor in assessing tenders.

3. My/Our tender shall remain in force for thirty (30) days after the closing date for tenders.
4. I/We enclose herewith the following Tender Surety if required by the Instructions to Tenderers:
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador;
 - or
 - (b) A Certified Cheque in the correct amount.

In the event of this tender being accepted within the time stated in Clause 3 above and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may, at the option of the Owner, be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

5. I/We understand that the Performance Bond, Labour and Materials Bond and Insurances as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. I/We recognize the right of the Owner to reject any and all tenders and that the lowest tender may not necessarily be accepted.
7. I/We understand that my/our tender will be subject to rejection unless it is prepared in strict accordance with all the requirements of the Tender Documents.
8. I/We confirm that the sums herein tendered include all taxes, (**including HST**), royalties, custom duties, foreign exchange charges, transportation, travelling costs, and all overhead and profit, all coordination fees, insurance premiums and all other requisite charges.
9. I/We hereby acknowledge receipt of the following Addenda: (Include the number received in the blank space provided. If none have been received, write the word none.)

Addenda Received	
Architectural and Structural	
Mechanical	

Electrical	
Other	

10. I/We hereby authorize the Owner to release names of Subcontractors, Suppliers and Manufacturers used in my/our tender including those as listed in Appendix "A", where such information is requested from the Owner.
11. I/We understand that tenders that do not list major Subcontractors and Suppliers and Manufacturers where required in Appendix "A" may be rejected.
12. I/We reserve the right to substitute other Subcontractors and/or Suppliers and/or Manufacturers for any Subcontractor or Suppliers or Manufacturer withdrawing their tender or becoming bankrupt after the date hereof. Any such substitutes shall be subject to the approval of the Owner and contingent upon evidence of withdrawal or bankruptcy satisfactory to the Owner.
13. I/We agree that upon approval by the Engineer/Architect, the Owner shall have the right to take possession of any part of the work upon its completion, except for minor deficiency items, and that such possession shall not necessarily constitute acceptance of that part of the work.
14. I/We understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
15. I/We understand and agree that the Unit Price Table in Appendix "C" must be completed where indicated and the total amount included in my/our stipulated price for the total performance of the work under Clause 1 of the Tender and Acceptance form. I/We understand that the Unit Prices include all costs and charges of every kind, including overhead and profit, to perform the items of work listed in Appendix "C". I/We also understand that these same Unit Prices will be used for additions or deletions to the actual measured quantities.
16. In order for a tender to be valid for acceptance, it must be signed by duly authorized officials as indicated in the Instructions to Tenderers.

SIGNATURES:

(PLEASE PRINT)

Contractor's Full Business Name

Contractor's Full Business Mailing Address

Phone No. _____ Fax No. _____

Attested to and delivered on behalf of the Tenderer this _____ day of _____, 20_____.

Signature(s)

Title(s)

CORPORATE SEAL:

Accepted on Behalf of:

Memorial University of Newfoundland:

Signature(s)

Title(s)

APPENDIX "E"

Organization: Memorial University of Newfoundland

Contractor: _____

Building Name: _____

Equipment Location: _____

Date Completed: _____

Name of Person Completing this Form: _____

Project Number / WO Number: _____

For Internal Use
Sub. to Energy
Sub. to Honeywell

Nature of Change:

- Addition of new equipment
- Removal of equipment
- Replacement of equipment
- Defective equipment found
- Schedule or set-point change
- Renovation
- Operational (e.g. staffing change, student load change)

Previous Space Use:

Previous Space Size:

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 sqft

New Space Use:

New Space Size:

--	--	--	--

 sqft

Other - Describe: _____

Provide a listing of electrical and mechanical equipment added or removed:

	Make	Model	Power/Energy Rating	Quantity
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Date Added		Date Deleted	Equip. ID Tag No.
	or		

(Use additional space if required)

Envelope Cover Page – This page is to be completed and affixed to the envelope in which your tender bid is being submitted.

TENDER



Tendering Section
Department of Facilities Management
Room FM-2031, Facilities Management Building
St. John's, NL
A1C 5S7

Closing Time & Date _____ Project Number: _____

Project Title _____

Bidders Name _____

Bidders Address _____