SBDI
SASKATCHEWAN BID DEPOSITORY INC.

2024 USER'S MANUAL

APPENDIX III

DECLARATION FORM

DATE: _____ TENDER FOR PROJECT: _____

SBDI TRADE SCOPE(S): _____

AS REQUIRED BY THE REGULATIONS OF THE SASKATCHEWAN BID DEPOSITORY INC. WE STATE AS FOLLOWS:

- ❑ Since the total tender does not exceed $40,000 no bid bond or certified cheque is enclosed.
- ❑ We enclose herewith a bid bond naming as OBLIGEE the: ☐ Successful General Contractor
  ☐ Successful Mechanical Contractor
- ❑ We enclose herewith a certified cheque for 10% of the tender amount payable to Saskatchewan Bid Depository Inc., _____ Branch.
  Total amount of cheque: $_____.

THE BID BOND OR CERTIFIED CHEQUE SHALL BE HELD IN ESCROW AND DEALT WITH AS FOLLOWS:

(1) In the event that our firm is not named on the tender**s** of the apparent three (3) low General / Mechanical Contractor, our Bid Bond or Certified Cheque shall be released five days after the date of the General Contractors' tender opening.

(2) In the event that our firm is named on the tenders of the apparent three (3) low General / Mechanical Contractor, our firm agrees that our Certified Cheque or Bid Bond may be held for fifteen calendar days longer than the date set out in the general conditions of the specifications and/or the tender form for the acceptance of the General Contractors' proposal.

(3) In the event that this tender is accepted and our firm enters into or offers to enter into a contract complying with the tender documents including accepted addenda and Trade Scope definitions with the successful General / Mechanical Contractor, then our Bid Bond or Certified Cheque shall be returned forthwith.

(4) In the event that this tender is accepted within the time set out (as noted in 2 above) and then our firm declines, neglects or fails to enter into a contract with the successful General / Mechanical Contractor for the amount of our tender, or in the event that our firm fails to produce a performance bond if requested by the successful General Contractor / Mechanical Contractor and the General Contractor / Mechanical Contractor suffers damage attributed to such decline, neglect or failure, the SBDI Authority shall have the power on our behalf to settle the damage suffered by the General / Mechanical Contractor up to the amount of the security as follows:
   a) In the case of a Certified Cheque, to determine the lesser of the amount between the non-performing bid and the amount of the bid replacing the non-performing bid, and the amount of the Certified Cheque, and pay this amount to the successful General / Mechanical Contractor. Payment of this amount to an aggrieved party does not prejudice that person's further right to enforce collection of damages over and above the amount of the Certified Cheque.
   b) In the case of a Bid Bond, to deliver our Bid Bond to the successful General / Mechanical Contractor for his further action.

(5) Upon acceptance of a contract by our firm and upon providing a performance bond, if requested, our Certified Cheque or Bid Bond shall be returned immediately.

PERFORMANCE BOND: If required by the successful General / Mechanical Contractor, our firm shall execute within 15 days a performance bond for 50% of our tender price to ensure full and satisfactory completion of the contract. The performance bond shall be submitted for approval to the General / Mechanical Contractor. The cost of the bond is to be borne by the General / Mechanical Contractor.

DECLARATION: I _____ of the city of _____ in the province of _____

do declare that I represent (name of Firm)_____ and, as such, I am the legal agent and have authority to sign for and on behalf of said firm for this purpose and have complete and personal knowledge of all contents referred to and I am authorized to make this declaration and submission. I declare and acknowledge that I am familiar with and understand the SBDI User's Manual, and I agree to adhere to and at all times be bound by those rules and regulations and the terms of this declaration. Further I agree, subject to any appeal which might be provided for in the SBDI User's Manual, to be bound by the reasonable decisions of the SBDI Authority regarding: compliance with the SBDI User's Manual and adjudication on disputes and complaints. The SBDI Authority may levy any and all sanctions and awards as the SBDI User's Manual prescribes. This declaration is applicable only to those General / Mechanical Contractors to whom we have submitted tenders on this project.

CHECK ONE:

- ❑ SUBCONTRACTOR TO GENERAL
- ❑ SUB-SUBCONTRACTOR TO MECHANICAL

SIGNATURE OF AUTHORIZED AGENT:

_____

MAILING ADDRESS OF FIRM:

_____

_____

_____ _____
PHONE EMAIL