LAND TENDER GUIDELINES

Process, procedures and instructions for bidders

Mount Sima and MacRae Tender (2026-T01)

Whitehorse | November 2026



Contents

1. Price-Driven Bid 3
2. Tender Documentation 3
3. Bid Submission Deadline 3
4. Sale Conditions 3
5. Bid Form Completion 4
6. Bidder Information 4
7. Application Fee and Bid Deposit 5
8. Bid Envelope 5
9. Amendments 5
10. Bid Withdrawal 6
11. Addendum 6
12. Tender Terms and Conditions 7
13. Tender Process and Procedures 7
14. Bid Clarification 8
15. Bid Disqualification 8
16. Tender Opening 9
17. Results List and Procedures 9
18. Posting Results 9
19. Purchase Information 9
20. Bid Dispute Resolution 10

1. Price-Driven Bid

1.1. A land tender is a method of sale based on a sealed bid process. The Government of Yukon selects a successful bid based on set criteria. The set criteria for this tender are described in the Tender Package.

1.2. The following website is updated with land tender information and documentation: https://yukon.ca/en/yukon-land-lotteries-and-tenders.

2. Tender Documentation

2.1. Documentation provided to support bidders in preparing their bids consists of the following:

a. **Tender guidelines:** contains general tender process and procedure information.

b. **Tender package:** contains specific information pertaining to the lot(s) for sale, including the tender bid form and location sketches.

c. **Other information:** When required and/or available, reports, zoning and other municipal information form part of the tender documentation.

d. **Addendums:** When necessary, addendums may be made to the tender documentation. For further information, review the Addendum section in this document.

2.2. As the bidder, it is your responsibility to be familiar with the tender documentation and to understand the tender requirements prior to submitting a bid.

3. Bid Submission Deadline

3.1. Bids must be delivered in person or mailed to and received by the application office by the closing time described in the tender package. Faxed or e-mailed bids are not accepted.

3.2. Bids submitted by mail must be sent to:

Land Management Branch (K-320)
Box 2703
Whitehorse YT Y1A 2C6

Bids submitted by mail will not be accepted.

3.3. The bidder cannot amend their bid after the closing time.

3.4. A bid received after the closing time will not be considered and will be returned to the bidder.

3.5. It is the responsibility of the bidder to confirm the closing time and the application office location and address to ensure the bid is received prior to the closing time.

3.6. Only the application office may extend the closing time by addendum, public notice or other appropriate notice, at any time prior to the closing time.

4. Sale Conditions

4.1. The Government of Yukon makes no representation nor gives any warranty with respect to any improvements or chattels on any lot. Sales are on an “as is, where is” basis pursuant to the *Lands Act* and *Lands Regulations OIC 1983/192*.

4.2. The Government of Yukon assumes no responsibility for missing survey pins.

4.3. Survey plans are registered in the Government of Yukon, Department of Justice, Land Titles Office.

4.4. Lots may be subject to utility easement agreements. If an easement agreement is not already registered on title, bidders will be required to enter into the easement agreement as a condition of purchase.

4.5. The application office reserves the right to:

a. amend the tender documentation at any time before the closing time;

b. re-commence or cancel the tender process at any time without limitation and;

c. negotiate with the bidder or disqualify a bid from a bidder who has received notification of being a successful bidder.

5. Bid Form Completion

5.1. All forms must be completed in full and be printed legibly in ink. Incomplete or incorrect tender bid forms will be considered invalid and disqualified.

5.2. The bidder must initial any adjustment, change or correction to information provided by the bidder on any form.

5.3. The bidder must sign and provide their legal name where indicated on the tender bid form.

5.4. Registered bidders applying on behalf of a business must be aware of the requirements of the *Partnerships and Business Names Act*, *R.S.Y. 2002*, *c. 166* and the *Business Corporations Act*, *R.S.Y. 2002*, c. Failure to comply with the requirements of those statutes may result in rejection of their bid and disqualification.

5.5. Sole proprietors must sign the bid form where indicated. “Sole Proprietor” should be included as the Title.

5.6. For partnerships, at least one partner must sign the tender bid form where indicated and the word “Partner” should be included for each signature as the Title.

5.7. For limited companies and corporations, the duly authorized signing officer(s) of the company must sign the tender bid form and state the official capacity in which the signing officer acts (e.g., “Chief Financial Officer”) as the Title.

6. Bidder Information

6.1. A bidder may submit only one bid per lot or site.

6.2. A bidder must provide information as indicated on the Tender Bid Form to be used to contact them if successful in the tender. The preferred method of contact indicated on the form will be used to contact the bidder.

6.3. Bidders are responsible for ensuring their tender bid is submitted according to the tender documentation.

6.4. The bidder is deemed to represent and warrant by the submission of the tender bid and the application fee, that the tender bid has been duly authorized and completed.

6.5. Submitting a tender bid form is deemed a binding legal obligation on the bidder.

7. Application Fee and Bid Deposit

7.1. A non-refundable application fee of $26.25 ($25.00 plus GST) is required when submitting the tender bid.

7.2. The bid deposit is held in trust for up to 30 days after the bid opening if the bidder is not initially successful.

7.3. The bid deposit is returned to unsuccessful bidders. Identification must be shown to collect the bid.

7.4. If the bidder requests the bid deposit be returned by mail, it will be returned to the address on the bid form

7.5. The bidder must submit one of the following options as the bid deposit:

Option A

The total bid amount for the lot, plus the total GST or provide a valid GST account number.

Option B

A minimum of 20% of the total bid amount, plus the total GST or provide a valid GST account number.

8. Bid Envelope

8.1. The bidder must provide a separate, completed bid in a sealed bid envelope for each lot or site. The envelope must clearly identify the bidder and the lot or site number the bid is for on the outside of the envelope. The bid will remain sealed and confidential until the Tender Opening.

8.2. A bid should contain the following to be complete:

1. a completed tender bid form;
2. a bid deposit in the form of a certified cheque or bank draft; and
3. if applying on behalf of a business, valid and current identification or documentation; acceptable documents include:
   - i a valid Yukon Incorporation Certificate, if applicable or;
   - ii confirmation of Yukon registration, if applicable and;
   - iii a copy of a valid business licence, if applicable.

8.3. Bidders must submit a bid equal to or greater than the upset price for the bid to be valid and acceptable. The upset price is the lowest acceptable price a site or lot will be sold for by the Government of Yukon. The upset price is listed in the Tender Package.

9. Amendments

9.1. Amendments to the bid and the bid envelope must be signed by the bidder and must be received by the application office prior to the closing time specified in the tender package.

9.2. Failure to sign the amendment or receipt of the amendment after the closing time shall cause the amendment to be disqualified in which case the original bid or any previous amendment, whichever is most recent, shall prevail.

9.3. The bidder must initial all erasures or corrections.

9.4. Multiple amendments to a bid may be submitted. Each amendment should be clearly numbered sequentially. Every unnumbered amendment shall be deemed a nullity and shall not replace any previous amendment to the bid.
9.5. In the sole opinion of the application office, if any amendment to a bid is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of this section, then the application office may request clarification on the amendment or may disqualify the bid.
9.6. Bidders must ensure that their bid deposit reflects any amendments that may have increased their original bid.
9.7. An amendment to a bid must be presented in a new sealed envelope and clearly identify the name of the tender and be signed by the bidder.

10. Bid Withdrawal

10.1. A bidder may withdraw their bid from the tender prior to the closing time by submitting a signed written request from the bidder to the application office.
10.2. Withdrawn bids shall be returned to the bidder with the bid deposit. The application fee is non-refundable.
10.3. A bidder may not withdraw their bid from the tender after the closing time.

11. Addendum

11.1. A written addendum issued prior to the closing time by the Government of Yukon, Energy Mines and Resources, Land Management Branch Director or Manager of Client Services is the only means of varying or changing tender details and documentation.
11.2. If the application office releases additional information or makes an amendment to tender documentation, the written addendum will be available at the application office and posted online https://yukon.ca/en/yukon-land-lotteries-and-tenders.
11.3. No Government of Yukon employee or municipal agent is authorized to amend the content of the tender details, documents and/or packages except as per Clause 9.7.
11.4. Addendums shall become part of the tender documentation provided the Government of Yukon determines that the addendum has amended the terms and conditions of the tender documentation.
11.5. An addendum issued up to one calendar week prior to the closing time does not require an extension to the closing time.
11.6. An addendum issued within one calendar week of the closing time shall include an extension to the closing time to ensure there is at least one calendar week between the addendum date and the closing time.
11.7. It is the responsibility of the bidder to take note of all addendums and any supplementary information issued by the application office.
11.8. Submitting a bid constitutes a representation by the bidder that he or she has reviewed all tender documentation including addendums made prior to and after submitting a bid.

12. Tender Terms and Conditions

12.1. The application office shall not be responsible for any verbal advice, information or instructions given to a bidder unless confirmed in writing.

12.2. Submitting a bid is deemed to be conclusive evidence that the bidder has inspected the lot available and made all investigations necessary to obtain full understanding as to the condition of the lot and means of access. The bidder is deemed to have obtained all necessary information, local or otherwise, about circumstances that may influence or affect the bid.

12.3. By submitting a bid, the bidder acknowledges that they have not relied on any statements, representation, or information made, furnished or given by the Government of Yukon other than that contained in the tender documentation, including addendums.

12.4. By submitting a bid, the bidder acknowledges and agrees to be fully responsible for interpretation of the information contained in the tender documentation.

12.5. By submitting a bid, the bidder represents and confirms to the Government of Yukon, with the knowledge and intention that the Government of Yukon may rely upon such representation and confirmation, that the bid has been prepared without collusion or fraud and in fair competition with bids from other bidders.

12.6. A bidder is solely responsible for the costs and expenses in preparing and submitting bids.

12.7. Each bidder, by submitting a bid, irrevocably waives any claim, action or proceeding against the Government of Yukon including without limitation any judicial review or injunction application or against any of the Government of Yukon employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including:

a. any actual or alleged unfairness on the part of the Government of Yukon at any stage of the tender process; if the Government of Yukon does not enter into an Agreement for Sale; or,

b. if the Government of Yukon is subsequently determined to have accepted a noncompliant bid, otherwise breached, or fundamentally breached the terms of the tender documentation.

12.8. A bidder represents and warrants, by submission of a bid, that they are aware that the tender and Agreement for Sale are subject to the conditions and provisions of the *Lands Act*, *R.S.Y. 2002, c. 132*, and any regulations to such Act, as may be amended from time to time.

13. Tender Process and Procedures

13.1. The bidder is deemed to represent and warrant by the submission of their bid, signed by the bidder, together with the submission of the bid deposit, that the bid has been duly authorized, validly completed and that it is intended to create a binding obligation of the bidder.

13.2. The successful bidder agrees to enter into an Agreement for Sale within 14 days of the tender envelope opening date.

13.3. When receiving a bid the application office will:

a. date and time stamp each sealed bid envelope;

b. view government issued photo identification to ensure the bidder, if participating as an individual, has attained the full age of 19 years
c. accept payment for the non-refundable application fee; and
d. not review the bid envelope for completeness nor accuracy of information

13.4. The number of bids received, and bidder information are confidential until the tender opening.

13.5. The application office is available to answer questions about the tender process. The application office cannot assist the bidder with completing the tender bid form or package because the information in the completed form is confidential.

13.6. The Government of Yukon shall not pay a bidder for costs incurred to obtain any monies towards the tender.

14. Bid Clarification

14.1. If, in the opinion of the application office, a bid contains a minor administrative defect that requires clarification, then the application office may request clarification or supplementary information from the bidder.

14.2. Any clarification or supplementary documentation accepted by the application office shall be considered to form part of the bid received from the bidder. After the closing time of the tender, only the clarification and supplementary documentation specifically requested by the application office shall be reviewed and considered as part of the bid.

14.3. The application office, upon receipt of the appropriate clarification or supplementary information, may, as applicable, accept the clarification or further information, or waive the minor administrative defect and accept and continue the review of the bid.

14.4. Any failure by a bidder to provide such clarification or supplementary information within the time frame specified by the application office in its request may result, in the opinion of the application office, in continued review of the bid without consideration of the requested clarification or supplementary information or in rejection of the bid.

15. Bid Disqualification

15.1. The application office reserves the right to reject or accept any and all bids. Rejected bids will be deemed disqualified and the bidder will be advised of the reasons for disqualification.

15.2. Failure to comply with the requirements set out in the tender documentation, including addendums will be cause for disqualification of a bid.

15.3. The application office may disqualify a bid where:
a. there is sufficient evidence, satisfactory to the application office, indicating that the bid is a result of collusion between bidders; or
b. there is sufficient evidence, satisfactory to the application office, that the bidder, or any employee, subcontractor or other has been involved in fraud, bribery, fraudulent misrepresentation or criminal activity that would adversely affect the ability of the bidder to enter into an Agreement for Sale;

15.4. If a bid is disqualified, the bid deposit is returned to the disqualified bidder. The application fee is non-refundable.

16. Tender Opening

16.1. At the tender opening, bids will be opened and evaluated. Bids cannot be withdrawn. The highest compliant bid will be the successful bid. A results list is created at the tender opening, normally in order from highest to lowest bid.

16.2. Bids that are less than the Upset Price shall be disqualified.

16.3. The application office need not accept the highest bid.

17. Results List and Procedures

17.1. Lots are awarded using the results list.

17.2. At the discretion of the application office, the results list is considered valid either until there are no bidders remaining on the results list or for 30 days.

17.3. The application office will notify the successful bidder, using the preferred contact information provided on the bid.

17.4. The bid deposit for successful bidders will be accepted and processed immediately and an Agreement for Sale will be drafted in the name of the bidder, as identified on the Bid Form.

17.5. Any rejected site/lot will be offered using the results list.

17.6. A successful bidder may not trade sites/lots with another bidder, nor may they trade their offered lot for an unsold lot.

17.7. If a bid is not retrieved within 60 days of the bid opening, it may be returned through the mail to the address provided on the bid form.

17.8. Lots that are unsold or forfeited after the tender process may be made available for sale over the counter, at a date and time determined by the application office.

18. Posting Results

18.1. It is understood and acknowledged when submitting a tender bid that the information contained in the bid is being collected under the authority of the *Lands Act* and *Lands Regulations OIC 1983/192* to be used for the purpose of the public tender process.

18.2. The application office may publish information received during the tender process including, bidder names, bid prices and lot allocation. Questions about the collection of this information can be directed to the application office.

18.3. The successful bid results will be made available as soon as possible following the tender opening at the application office and online at https://yukon.ca/en/yukon-land-lotteries-and-tenders.

19. Purchase Information

19.1. Development on the lot(s) must comply with requirements pursuant to the following:

a. tender documentation;

b. *Lands Act* and *Lands Regulations Order in Council 1983/192*;

c. Zoning requirements, when applicable;

d. Municipal Bylaws and requirements, when applicable

e. Orders in Council, when applicable;

f. Other applicable legislation;

g. Registered easement agreements, if applicable and;
h. The Agreement for Sale document.

19.2. Successful bidders are required to complete an Agreement for Sale within 14 days of the date the lot is offered. The effective date of the Agreement for Sale is the date that the successful bidder enters into the agreement.

19.3. An Agreement for Sale outlines conditions, terms of the sale, and purchase requirements, including obligations to complete the purchase transaction and may include building requirements when applicable or other restrictions. Specific terms and conditions of the Agreement for Sale are described in the tender package. A sample agreement is available on the tender website.

19.4. In the event that the successful bidder fails to enter into an Agreement for Sale by the deadline set in the Land Tender Package, the bidder shall be deemed disqualified and the bid rejected. The bid will be returned, and the lot and application fee will be forfeited. The lot(s) will be offered to the next bidder on the result list until such time that the results list is no longer valid.

19.5. Successful bidders who refuse an offered lot, fail to enter the Agreement for Sale by the stated deadline or terminate their Agreement for Sale within 60 days of the effective date are not eligible to repurchase the same lot(s) for an additional 60 days after it/they are made available for public purchase.

19.6. Assignments of an Agreement for Sale are not permitted. Subject to completion of the Agreement for Sale requirements, title is raised in the name of the successful bidder. Additional names may be added to the Agreement for Sale at the time the Purchaser enters into the Agreement however, the original bidder may not remove their name.

19.7. Once a bidder has received an executed Agreement for Sale, the bidder may acquire the necessary permits and proceed to develop or utilize the land.

19.8. Title to the lot will be transferred to the Purchaser once all conditions of the Agreement for Sale have been met. The Agreement for Sale is valid for 6 months beyond the deadline for the final payment in order to confirm that all terms and conditions of the Agreement have been met and to allow for the transfer of title to the Purchaser.

20. Bid Dispute Resolution

20.1. Each bidder agrees, that in any dispute with any matter arising out of the tender process or relating in any way to the tender documentation, they:

a. shall make bona fide efforts to resolve the dispute by amicable negotiations initially between staff representatives of the bidder and the application office and, if unsuccessful, subsequently between the bidder and Manager or Director of Client Services; and
b. shall provide frank, candid and timely disclosure of all relevant facts, information and documents relating to the dispute to the Government of Yukon.