



# Request For Tender

Reference Number 200431

(Please refer to this number when making inquiries)

Issued Date : 07-May-2016

Closing Date & Time : 20-May-2016 14:00 EST

Government of Nunavut  
 Community & Government Services  
 Purchasing, Logistics & Contract Support  
 3rd Floor W. G. Brown Building  
 P. O. Box 1000 - Station 1600  
 Iqaluit, NU X0A 0H0  
 Fax Number: (867) 975-5450  
 Buyer : Todd Tilley  
 Phone: 867 975-5438  
 E-mail: [ttilley@gov.nu.ca](mailto:ttilley@gov.nu.ca)

**Bidder's Name and Address:**

NNI Registration # \_\_\_\_\_ NTI Registration # \_\_\_\_\_  
 Bidder's Authorized Representative (Print):  
 Name : \_\_\_\_\_  
 Phone : \_\_\_\_\_  
 E-mail : \_\_\_\_\_

**Special Instructions :**

For NNI Purposes the subject community is Resolute Bay, NU

**FOB Point :** NEAS, Valleyfield, QC

**Supplementary Instructions to Bidders:**

- The NNI Policy applies to this RFT. Bidders can download a copy at [www.nni.gov.nu.ca/policy](http://www.nni.gov.nu.ca/policy). All bids are subject to the Instructions to Bidders attached herewith as Appendix A. To be considered, all Bids must be on this Bid Form and signed by the Bidder's authorized representative in the space provided below. A completed and signed Declaration of Conformity must also be submitted as part of the Bid.
- Bidders must provide unit pricing for each item in accordance with the instructions in Appendix A. In the event of a conflict or mathematical error, the unit prices shall govern. All prices bid must be in Canadian Dollars exclusive of GST. The GN does not pay Provincial Sales Taxes (PST). **Where unit prices are not provided for any of the line items, the bid will be deemed not Responsive and will be disqualified.**
- By signing this Bid Form and submitting a bid, the Bidder hereby acknowledges and agrees that should their bid be accepted by the Buyer, they will be bound to deliver the goods described herein, at the prices tendered below, in accordance with the Purchase Order Terms and Conditions attached herewith as Appendix B. If the tender is for mobile equipment, the provisions of Appendix C will also apply.

Item	Description	Delivery Deadline	Unit	Price	Quantity	Total
1	5/16 thickness underlay flooring plywood 4' x 8'	30-Jun-2016	sheets	<input type="text"/>	160	<input type="text"/>
2	Marmoleum light blue commercial flooring (total 3,580 sq. ft.)	30-Jun-2016	roll	<input type="text"/>	7	<input type="text"/>
3	1 gallon flooring adhesive L-885	30-Jun-2016	pale	<input type="text"/>	35	<input type="text"/>
4	seaming welding light blue	30-Jun-2016	spool	<input type="text"/>	10	<input type="text"/>
5	baseboard roppe 700 series black 4" 120ft x 1/8' thermoplastic rubber wall cove base	30-Jun-2016	roll	<input type="text"/>	5	<input type="text"/>
6	7200 30fl.oz wall & cove base adhesive in cartidge tube	30-Jun-2016	tube	<input type="text"/>	12	<input type="text"/>

- 1) SHIPPING TERMS AND CONDITIONS ATTACHED
- 2) TERMS AND CONDITIONS ATTACHED AS APPENDIX "A" & "B"

Specify Delivery Lead Time : \_\_\_\_\_

Total

**THIS IS NOT A PURCHASE ORDER**

Bidders's Authorized Representative (Signature)



# RFT Goods Tender & Purchase Order

## APPENDIX A - INSTRUCTIONS TO BIDDERS

Reference Number

RFT # 200431

(please refer to this number when making inquiries)

**DEFINITIONS:** For the purposes of this Request for Tenders and Purchase Order process

- i) **“Bid” or “Tender”** means an offer by a Bidder, to supply the goods requested by the GN in this Request for Tenders (RFT) at the prices submitted by the Bidder on the Bid Forms provided herein, which will be subject to acceptance by the Buyer under the terms and conditions of this Appendix A.
- ii) **“Bidder”** means any legal entity in the business of supplying goods who may submit, or has submitted, a bid in response to this RFT;
- iii) **“Buyer”** means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of the GN;
- iv) **“Contract” or “Purchase Order”** means the goods supply contract between the GN and the successful Bidder as a result of this RFT. It will consist of the accepted Bid, signed by the Buyer, and the Purchase Order Terms and Conditions set out in Appendix B hereto, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the Buyer and the Bidder, and will be identified as a Purchase Order. The resulting Contract will be issued to the Supplier by way of facsimile or electronic transmission and will automatically take effect upon the date of issue by the Buyer to the Supplier.
- v) **“Contracting Authority”** means the Minister, or Deputy Minister, of the department of Community and Government Services within the Government of Nunavut (GN);
- vi) **“GN”** means the Government of Nunavut;
- vii) **“Responsible”** means, in relation to a Bidder, the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure performance of the Contract obligations;
- viii) **“Responsive”** means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFT;
- ix) **“Supplier”** means the legal entity Bidder who is responsible, and who has submitted the bid that is responsive, and after application of the NNI Policy is lower than that of any other Bidder, and is issued a Purchase Order as a result;
- x) **“Signed”** means a signature that has been physically hand written on the Bid Form by the person authorized to sign contracts on behalf of the Bidder. The signature on the bid can be scanned and uploaded via the Nunavut Tenders Bid Box, faxed or hand delivered. For the purposes of the Nunavut Tenders Bid Box, the signature cannot be a stamp or a digital signature or any form of signature such as one created in Adobe for signing Adobe files. **Failure to comply with this requirement will result in the bid being disqualified.**

## RULES FOR SUBMITTING

1. **Bidders must bid on each and every item listed or the bid will be non-compliant.**
- ~~2. The GN reserves the right to accept Bids in whole or in part and award separate Contracts based on unit pricing.~~
3. **Bids received after the date and time established as the deadline for the receipt of bids will be considered late and will be rejected.**
4. **Incomplete, improperly signed, or misdirected Bids will not be accepted.**
5. **Bids submissions will only be received by hand delivery, fax transmission, or via the Nunavut Tenders “Bid Box”.**
6. **If submitting by hand, deliver the bid to the office location and Procurement Officer identified on the Bid Form.**
7. **If submitting by fax, fax the bid to the fax number shown on the Bid Form. Faxed bids shall also comply with the following conditions:**
  - a) Transmissions must be sent only to the fax number identified in the Closing Address and Location section of the Bid Form.
  - b) Transmissions must be received in their entirety on or before the exact time and date fixed for the receipt of quotes. For greater clarity, ‘received in its entirety’ means that all pages of the tender submission, including single page bids, must be fully printed by the receiving fax machine on or before the stated closing date and time, and such tender submissions will not be considered received until all pages of the fax transmission are completely printed.
  - c) It is the Bidder’s sole responsibility to confirm with the Buyer that the transmission has been received in its entirety on or before the closing time.
  - d) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their bid, the Bidder waives any legal claim of confidentiality against the GN.

# RFT Goods Tender & Purchase Order

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RFT # 200431

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- e) The GN shall not be held liable for any claim, demand or other actions for any reason should a facsimile transmission be illegible, garbled, incomplete, interrupted, not received in its entirety, received after stated closing time and date, received by any fax machine other than the one stated herein, or for any other reasons or risks associated with faxing tenders.
8. **NEW NUNAVUT TENDERS BID BOX:** The GN is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFT is eligible for the Nunavut Tenders Bid Box, a “Submit” button will appear on the webpage. By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
9. **If submitting online via the Nunavut Tenders “Bid Box” site (<http://www.nunavuttenders.ca>), online submission of bids is subject to the terms and conditions of the Nunavut Tenders website in addition to the conditions provided herein.** By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
- a) The GN shall not be held liable for any claim, demand or other actions for any reason should an online submission be illegible, garbled, incomplete, interrupted, not received in its entirety, uploaded after stated closing time and date, uploaded to a Reference Number other than the one indicated herein, or for any other reasons or risks associated with online tenders.
- b) For greater clarity, bids submitted online must be properly Signed. Failure to comply with the correct signature requirements will render the bid non-compliant.
- 10. Due to limited bandwidth, file size restrictions and connectivity interruptions, Bids submitted by e-mail will not be accepted under any circumstances, and will be rejected as misdirected Tenders.**
11. Bidders are required to complete and sign the Bid Form and Declaration of Conformity in their entirety and submit them, and any other required tender forms, to the closing address and location, or fax number stated therein, on or before the closing date and time stipulated on the face of the RFT bid form.
12. Bidders should provide, along with the Declaration of Conformity, all documents that clearly show that the alternative(s) offered are equal to, or exceed the standards specified. The GN, in its sole discretion reserves the right to determine whether the alternative is compliant or not.
13. Verbal responses to any question, whether by the Buyer or any other person, shall not be relied upon by the Bidder and shall not be binding on the Buyer or GN.
14. The only authorized contact in relation to this RFT is the Buyer identified in the Buyer Information section on the Bid Form. Questions regarding this RFT should be in writing and received by the Buyer at least 2 working days before the closing date and time. A response to any question received after this deadline is not guaranteed.
15. The GN reserves the right to make any amendment to this RFT at any time prior to the closing date and time, including amending the specifications and the closing date and time. Any amendments made by the GN to this RFT will be issued in writing and made available via automatic notification in an addendum format to those bidders who have registered and who have received the original documents from the GN tender website (<http://www.nunavuttenders.ca>). Bidders who do not register will not get the addenda.
16. Unless otherwise stated, equivalents to the items detailed in this document are encouraged. Where materials are required to conform to “Standards Specification” (i.e., CSA, CGSB, ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable and is not meant to prevent Bidders from offering alternative goods; nor does it preclude the GN from considering or accepting alternatives.
17. Where a “trade-in” is tendered in lieu of a specified item, it shall be identified in the Declaration of Conformity Bid form and the amount of credit offered for the trade-in must be stated separately from the quote offer for the required item(s). Trade-ins or alternatives may not necessarily be accepted. Bidders should question the Buyer in accordance with these Instructions.
18. In the case of an RFT for Mobile Equipment, the GN has relied on information provided by manufacturers to develop a specification for equipment with a specific purpose. Should the Bidder determine that any option, specification, attachment or accessory is either not available or not recommended, then the Bidder should advise the Buyer prior to the closing date and time.
19. Goods or equipment requested in this RFT shall be protected by a minimum twelve (12) month manufacturer’s warranty and the GN shall be the direct beneficiary of such warranty; therefore, Bidders are required to submit the particulars of all warranties as part of the Bid. Failure to provide warranty details, including costs, information on service depot, field and remote location, crew and service capabilities may result in the Bid being disqualified.

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20. One of the priorities of the GN is to ensure that Nunavut, Inuit and Local materials, equipment and labour are used in GN contracts; therefore, the "Nunavummi Nangminiqatunik Ikajuuti (NNI Policy) applies to this RFT. The NNI Policy permits Nunavut, Inuit and Local adjustments to the bid amounts of companies listed in the GN's NNI Registry ([www.nni.gov.nu.ca/search](http://www.nni.gov.nu.ca/search)) or in the NTI Inuit Firm Database (<http://inuitfirm.tunnjavik.com/search-the-registry/>). For the purposes of ensuring the correct bid adjustments are applied, Bidders should indicate their NNI and NTI Registration Numbers on the RFT Bid Form.
21. The Bidder warrants that its bid was submitted without collusion between itself and any other Bidder.
22. The GN's "Access to Information and Protection of Privacy Act (Nunavut) S.N.W.T. 1994, c. 20" (the Act) will define the GN's responsibilities with respect to any information received by it pursuant to this RFT process. Subject to the Act and any applicable law, tenders and all related information shall be treated as confidential and shall not be disclosed to any person except with the consent of the Bidder or Supplier and to the extent disclosure is required to fulfill obligations under this RFT or pursuant to any applicable law.
23. The GN's contracting activities are undertaken with public funds, and are therefore subject to public reporting requirements. Annually, the GN releases a detailed Procurement Activity Report (PAR) which identifies the winning Bidder, the Purchase Order award method and award value along with other pertinent information.
24. Bidders may amend or withdraw their tender submission at any time before the stated closing date and time but not after. Amendments may be submitted by facsimile transmission in accordance with the provisions of rule 1 above, and should indicate only the applicable changes in such a manner that the total bid price is not revealed. **If bidding via the Nunavut Tenders Bid Box is permitted, Bidders may upload a revised Bid.**
25. Late, incomplete or misdirected Bids will not be accepted.
26. The GN is not liable for any costs of preparation or presentation of any Tenders. All Bids and accompanying documentation received by the GN in response to this RFT shall become the property of the GN and will not be returned.
27. Notwithstanding any other provision, a Bidder who submits a Bid in response to this RFT agrees that the GN's liability for any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from this RFT process, shall be limited to the Bidder's actual Bid preparation cost. Bid preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFT. By submitting a Bid to this RFT a Bidder acknowledges and accepts this limitation.

### SHIPPING AND PRICING

28. Prices must include all charges for containers, packing and cartage to the FOB point and the GN shall not be bound to pay any additional separate freight or shipping charges not identified in the bid.

**29. The Bidder will, where applicable, accurately state the gross shipping weight, as well as the height, width and length of any shipment, in metric terms.**

30. Where one or more FOB points are identified in this RFT, prices and costs must be shown separately for each stated FOB point.
31. Freight rates shall be consistent with the GN's contracted air freight and sealift rates which are available from the Buyer on request. For goods requiring marine transportation, the sealift freight rates contracted by the GN with sealift carriers apply. For goods requiring air transportation, the GN's Standing Offer rates with air carriers apply. If additional information is required, it should be requested from the Buyer in accordance with the instructions herein.

### EVALUATION AND AWARD

32. It is a condition of this RFT that any resulting contract award hereunder is subject to section 46 of the Financial Administration Act, as amended, which provides as follows:

*"It is a condition of every Contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the Contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."*

33. Bids shall be opened as soon as practicable after the stated closing date and time. Bids may be opened at a public opening in which only the Bidder's name and price, amendments, and where applicable, bid security will be announced. Thereafter, Bids will be evaluated based upon the price, the responsiveness of the tender, the responsibility of the Bidder, and application of the GN's NNI Policy.





**Purchase Order**  
**APPENDIX B – Purchase Order Terms & Conditions**

Reference Number

PO #200431

(please refer to this number when making inquiries)

**DEFINITIONS**

- i) “Buyer” means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of the GN;
- ii) “Contract” or “Purchase Order” means this goods supply contract between the GN and the Supplier entered into as a result of a Request for Tenders (RFT). It consists of the accepted tender and the Terms and Conditions set out in this Appendix B hereto, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the Supplier and the Bidder, and is identified as a Purchase Order. This Contract takes effect upon the date of issue by the Buyer to the Supplier.
- iii) “Contracting Authority” means the Minister, or Deputy Minister, of the department of Community and Government Services within the Government of Nunavut (GN);
- iv) “FOB” means Free on Board – Freight Prepaid and indicates the location at which ownership and responsibility for the goods transfers to the GN. For the purposes of this Contract, the Supplier shall be responsible for and bear all freight charges, own the goods in transit and will file any damages or claims incurred during shipping.
- v) “GN” means the Government of Nunavut;
- vi) “Supplier” means the party to this Contract whose bid was accepted by the Buyer, and who, as a result, is now bound to supply the goods requested by the GN at the prices tendered, under the Terms and Conditions herein;

**GENERAL**

- 1. This Contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 2. It is a condition of this Contract that payment hereunder is subject to section 46 of the Financial Administration Act, as amended, which provides as follows:  
*“It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.”*
- 3. This Contract supersedes all previous communications, negotiations, representations and agreements, whether written or verbal and whether express or implied, unless expressly incorporated by reference in this Contract.
- 4. The GN does not accept any condition, reservation, customary or otherwise, subject to which the Supplier may purport to sell, ship or deliver the goods other than those stated herein.
- 5. No employer-employee, principal-agent or partnership relationship of any kind, between the parties, is intended or deemed to be created by this Contract.
- 6. This Contract shall enure to the benefit of and be binding on the administrators, executors, successors and assigns of both parties.
- 7. Any clarification of, amendment to, or alteration of any term or condition of this Contract may be made mutually only by the Contracting Authority or their duly authorized delegate and the Supplier’s duly authorized representative, and no other GN or Supplier employee. Such clarification of, amendment to, or alteration of any term or condition of this Contract, including but not limited to subsequent increases in quantities of goods specified, shall be made and agreed to in writing prior to the agreed delivery time limit set out herein.
- 8. The Contracting Authority may delegate any of his/her authority and undertaking pursuant to this Contract to any other Minister, officer, employee or agent of the GN.
- 9. The failure by either party to insist upon strict compliance with any part of this Contract shall not prejudice the party’s right to insist upon strict compliance in the future.
- 10. In the event any provision of this Contract or any part thereof is declared to be unenforceable, the remainder of this Contract shall survive and remain in full force.



# Purchase Order

## APPENDIX B – Purchase Order Terms & Conditions

Reference Number

PO #200431

(please refer to this number when making inquiries)

11. No waiver by either party of any part of the Contract shall be effective unless in writing and signed by both parties.

### SUPPLIER'S RIGHTS AND OBLIGATIONS

12. At all times during the performance of this Contract, the Supplier shall abide by and comply with all laws, regulations, by-laws and policies of the GN or Canada, as applicable, with regard to the sale, supply and delivery of goods.
13. The Supplier agrees to perform this Contract, formed as a result of an RFT process and resulting issuance of a Purchase Order, in full accordance with these terms and conditions and to the satisfaction of the GN.
14. This Contract may not be assigned or sub-contracted by the Supplier, either in whole or in part, without the prior written consent of the GN. It is acknowledged that in the case of certain contracts, it is obvious that certain portions of the goods might only be obtained by the Supplier from a third party and in such an instance it shall not be considered to be assigned or sub-contracted for the purpose of this article.
15. In consideration of the Supplier's full satisfactory delivery of the goods governed by this Contract, the GN agrees to pay the Supplier, in full satisfaction, the sums tendered and agreed to as a result of the RFT process; subject only to the payment terms and conditions contained herein.
16. Delivery of the goods by the Supplier shall be made within the time limits and in the manner stipulated in these Contract documents, including any specifications attached herewith. Time and delivery shall be of the essence.
17. The Supplier will be responsible for obtaining all permissions, permits, rights, licenses and warranties from all agencies, levels of government and/or government departments, dealers or other suppliers, which may be necessary or required by any law in order for the Supplier to carry out the terms of this Contract.
18. All goods or materials supplied shall be new, of merchantable quality, free of any defects and deficiencies, fit for their intended purposes, and in complete conformance to the specifications, drawings, plans or samples specified in this Contract.
19. All goods supplied shall be subject to inspection and may be rejected, returned or re-supplied at the Supplier's sole expense if they are found to be not acceptable to the GN, or not in accordance with the specifications of this Contract, and shall be returned to the Supplier.
20. **The RFT and PO Reference Number for this Contract must be clearly shown on all invoices, packing slips, express receipts, Bills of Lading, and on all packing cases and each separate piece of material, as well as all relevant correspondence.**
21. The Supplier warrants that all materials delivered will be free from defects and conform to the specifications, drawings and samples specified by the Contract Authority; that this warranty shall survive any inspection, delivery, acceptance, or payment made by the Contract Authority of or for the materials and the purchaser may reject and return, at the risk and expense of the Supplier, any materials which are defective or do not comply with the said specifications, drawings and samples.
22. Title to any report, drawing, photograph, plan specification, model, prototype, pattern, sample design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Supplier in performing this Contract or conceived, developed or first actually reduced to practice in performing this Contract (herein called "the property") shall vest in the GN and the Supplier hereby absolutely assigns to the GN the copyright in the property for the whole of the term of the copyright.
23. Where applicable, installation shall include unloading materials, moving to site, assembly in accordance with floor plan, and fastening in place, as well as cleanup and clearing of site. Wherever possible, the use of local labour to aid in the installation phase, under the direct supervision of the Supplier, is encouraged.
24. The Supplier agrees that, if incorporated, in accordance with section 281(1) of the *Business Corporations Act, S.N.W.T. (Nu.) 1996, c. 19* it will be registered with the Nunavut Corporate Registrar within 30 days of commencing business in Nunavut.
25. **OPTION: The Supplier grants the GN an irrevocable option, which can be exercised at the sole discretion of the GN within 60 days of the issue date of this Purchase Order, for an additional quantity at the same price stated herein.**

**Purchase Order**  
**APPENDIX B – Purchase Order Terms & Conditions**

Reference Number

PO #200431

(please refer to this number when making inquiries)

**SHIPPING AND HANDLING**

26. The Supplier shall ensure that any goods or materials classified as “DANGEROUS GOODS” pursuant to either the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34, (Canada), or the Transportation Of Dangerous Goods Act, 1990, R.S.N.W.T. (Nunavut), shall be properly packaged, labeled, and shipped in accordance with such Acts.
27. The Supplier shall state gross shipping weight as well as height, width and length dimensions in metric on all packing slips, waybills or bills of lading.
28. The Supplier must conform to all Supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the Safety Act, R.S.N.W.T. 1988, c. S-1 (Nunavut) as amended.
29. The Supplier may be required to make the goods available for a pre-shipment inspection prior to any crating, containerization or any other form of packaging. The pre-shipment inspection shall be performed by the GN or its agents at a predetermined location and shall not, in any event, constitute acceptance by the GN. Acceptance shall only occur at final destination, upon receipt of the goods and final inspection satisfactory to the GN.
30. When items ordered for marine transport are not delivered to the FOB point by the required delivery date, the Supplier is in default. The GN may do any act it deems necessary to rectify such default including refusal of the goods or making alternate delivery arrangements, the costs of which will be borne by the Supplier. Delivery of goods after the specified delivery date but prior to sailing may result in higher shipping charges to the GN, the cost of which will be borne by the Supplier.

**INDEMNITY AND INSURANCE**

31. The Supplier shall indemnify and hold harmless the GN, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits, settlements or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of or related to, directly or indirectly, the activities or performance of the Supplier under this Contract; including an infringement or alleged infringement of any kind of intellectual property right.
32. The Supplier shall be liable to the GN for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Supplier for use in connection with the Contract whether or not such loss or damage is attributable to causes beyond the Supplier’s control.

**CONFIDENTIALITY**

33. All information obtained from, supplied to, or otherwise concerning the GN or any of its agents, employees, clients, contractors or suppliers, in the performance of this Contract, shall be and remain confidential. The Supplier shall take all necessary steps to maintain such confidentiality and secure such information at all times. The Supplier shall return or destroy all such confidential information immediately upon notice from the GN, or in any event, upon satisfactory completion of this Contract.
34. The Supplier may be required, as a condition of this Contract, to sign a Non-Disclosure Agreement; without liability, cost or expense to the GN.

**TERMS OF PAYMENT**

35. Provided all terms and conditions on the part of the Supplier have been complied with, each invoice, shall be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the goods, whichever is later.
36. Provided all terms and conditions on the part of the Supplier have been complied with, invoices from a Nunavut Business, as defined by the NNI Policy, shall be paid twenty (20) calendar days after receipt of the invoice, or twenty calendar days after receipt of the goods, whichever is later.
37. In addition to its rights under this Contract, the GN specifically reserves the following rights:
  - a) to deduct or set off any monies owed or due to the GN from any monies owed to the Supplier under this or any other contract;

# Purchase Order

## APPENDIX B – Purchase Order Terms & Conditions

Reference Number

PO #200431

(please refer to this number when making inquiries)

- b) to do any act the GN deems necessary to remedy or rectify any failure of the Supplier to perform its obligations under this Contract, and to set off the costs of such remedy or rectification from any monies owed to the Supplier under this or any other contract;
- c) to hold back, in whole or in part, any payment due or becoming due to the Supplier without penalty, liability or expense in the event the Supplier is, in the opinion of the GN, failing to perform its obligations under this Contract; until such time as the breach is cured to the full satisfaction of the GN.

38. The hold back will be disbursed upon:

- a) satisfactory delivery of the goods in accordance with this Contract;
- b) all damaged items are replaced and/or repaired so that they are deemed to be in compliance with the specifications; or
- c) upon final delivery and inspection to the satisfaction of the GN.

39. The GN's rights under this Contract are in addition to any rights and remedies it may have in law or equity.

### TERMINATION

40. In the event of any actual or threatened labour disruption which may, or could, delay the timely performance of this Contract in any way, directly or indirectly, the Supplier shall forthwith provide written notice to the GN detailing the circumstances, causes and anticipated outcome of such disruption. The GN reserves the right and sole discretion in such an event, to terminate this Contract in whole or in part, without penalty, liability or cost, and may give written notice to this effect to the Supplier.

41. The GN reserves the right in its sole discretion to terminate this Contract at any time, without notice or compensation, if in the opinion of the GN:

- a) the Supplier has failed to perform its obligations under this Contract in a satisfactory manner, including failure to deliver the goods by the required delivery deadline;
- b) the Supplier's performance under this Contract, or any other GN contract, is persistently faulty;
- c) the Supplier has or is about to become insolvent or commit an act of bankruptcy; or
- d) for any other reason contemplated or described in this Contract.

42. The GN further reserves the right in its sole discretion to terminate this Contract in whole or in part for any reason upon thirty (30) calendar days' written notice to the Supplier.

43. Failure to comply with these terms and conditions may result in termination of this Contract with no liability on the part of the GN for any losses, damages, expenses or costs incurred by the Supplier.

44. In the event this Contract must be terminated, the GN reserves the right to exercise all available remedies including, but not limited to the recovery of damages.

45. In the event of termination, in whole or in part, the GN shall only be liable to the Supplier for its fees and costs, properly incurred and accounted for, pertaining to the satisfactory performance of this Contract, and nothing thereafter. The GN further reserves the right to exercise all available remedies against the Supplier, including but not limited to recovery of damages, and deeming the Supplier Not Responsible for future RFTs of a similar nature.

### FORCE MAJEURE

46. Neither party shall be responsible for any delay or failure to perform its obligations under this Contract where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.

47. The Supplier acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute force majeure elsewhere, and the Consultant will plan for those eventualities as much as possible.

48. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.

**Purchase Order**  
**APPENDIX B – Purchase Order Terms & Conditions**

Reference Number

PO #200431

(please refer to this number when making inquiries)

49. Should the Force Majeure event last for longer than thirty (30) days, the GN may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.

**ALTERNATIVE DISPUTE RESOLUTION**

50. Amicable Negotiations: As it is the intention of the parties to seek to resolve disputes without resort to litigation, the parties hereby agree that each of them shall make good faith and bona fide efforts to resolve disputes by amicable negotiations between their respective representatives as expeditiously as possible and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. During such negotiations, the parties agree to continue to perform the Agreement.

51. Senior Representatives' Negotiations: If the dispute can not be resolved within a period of fifteen (15) days, the parties hereby agree to appoint senior representatives forthwith to undertake to resolve the dispute by amicable negotiations as outlined herein.

52. Mediation: If the dispute can not be resolved within a period of thirty (30) days following the appointment of senior representatives for the parties pursuant to clause 18.2, the parties agree to attempt to resolve the dispute by structured negotiation with the assistance of a mutually agreeable mediator. If the parties can not agree as to the identity of the mediator, either party may apply to the Nunavut Court of Justice to have the Court appoint a mediator for the parties.

53. Binding Arbitration: If the dispute can not be resolved within a period of thirty (30) days or such longer period as may be agreed to by the parties following appointment of the mediator by the parties or the court, either party may by written notice to the other refer the dispute to binding arbitration by a single arbitrator. If the parties cannot agree upon the identity of the single arbitrator, then such arbitrator shall be appointed by reference to the Nunavut Supreme Court;

54. The arbitration shall be conducted under the rules Arbitration Act, R.S.N.W.T. (Nu.) 1988, c. A-5. The language of the arbitration shall be English and the location of the arbitration shall be insert location, unless the parties otherwise agree in writing.

55. Any dispute may be submitted to arbitration except:

- a) The breach or alleged breach of the confidentiality and non-disclosure provisions of this Agreement;
- b) The fundamental breach or alleged fundamental breach of this Agreement by either party; and,
- c) Where the Agreement has been terminated by the GN pursuant to this Agreement.

56. Unless the parties otherwise agree in writing, the award of the arbitrator shall be final and binding upon the parties and not subject to appeal.