Request For Tender

Reference Number 410015

(Please refer to this number when making inquiries)

Issued Date : 28-Oct-2026

Closing Date & Time : 11-Nov-2026 16:00 ET

Government of Nunavut
Transportation & Infrastructure Nunavut
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 : Malcolm Guri
Phone: 867-975-5486
E-mail: mguri@gov.nu.ca

Business Name : _____
Address : _____

NNI Registration #_____ **NTI Registration #** _____

Bidder's Authorized Representative (Print):
Contact Person : _____
Phone : _____
E-mail : _____

Special Instructions :
NNI application community: Iqaluit, NU. Devices must be new and unused. For air shipment to Nunavut. For APC model BR1500MS2 or equivalent, the bidder should provide the battery SDS and a statement confirming whether the complete unit qualifies as a non-spillable battery shipment exception and whether a TDG/ICAO Shipper's Declaration for Dangerous Goods is required. The bidder should package and consign the equipment in accordance with applicable Transport Canada, and air-carrier requirements

FOB Point : CDNNorthCargoYOW

Supplementary Instructions to Bidders:

1. The NNI Regulations applies to this RFT. Bidders can download a copy at www.nni.gov.nu.ca/regulations. 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.
2. 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.**
3. 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	APC Back-UPS Pro, 1500VA/900W, Tower, 120V, 10x NEMA 5-15R outlets, AVR, USB Type A + C ports, LCD, User Replaceable Battery. Battery type: Lead-acid SKU BR1500MS2	30-Nov-2026	each		23	
2	Freight charges to FOB Point (Canadian North Cargo Ottawa ON)	30-Nov-2026	lot		1	

Specify Delivery Lead Time : _____

Total

THIS IS NOT A PURCHASE ORDER

Bidders's Authorized Representative (Signature)

Issued Date : 28-Oct-2026

Reference Number 410015

(Please refer to this number when making inquiries)

Closing Date & Time : 11-Nov-2026 16:00 ET

Item	Description	Delivery Deadline	Unit	Price	Quantity	Total

1) APPENDIX "A" & "B" - TERMS AND CONDITIONS
2) Vendor's should provide the following information for each pallet, crate, skid, etc. ordered for marine transport to the ultimate destination:

Gross Shipping Weight----------Kg _____Kg

Width----------meters _____Meters

Length----------meters _____Meters

Height----------meters _____Meters

Specify Delivery Lead Time : _____

Total

THIS IS NOT A PURCHASE ORDER

Bidders's Authorized Representative (Signature)

Building Nunavut Together
Nunavuliuqatigiingniq
Bâtir le Nunavut ensemble

Purchase Order: GN-4#####-PO
for GN-410015-RQ
GN Account: 42392

Government of Nunavut
Air Freight Terms and Conditions

DELIVERY

Delivery of goods required must be made within the time, in the manner, and to the destination(s) stipulated herein. In order to facilitate payment of invoices, the supplier MUST provide the air waybill, signed and dated by the air carrier agent as proof of delivery. When items ordered for delivery via air freight are not delivered to the F.O.B. point in accordance with the terms of the contract (e.g. by the required delivery date, to the required FOB point, dated, and signed) the Government of Nunavut (GN) will consider the supplier in default. The GN may do any act as it deems necessary to rectify such default including refusal of the goods or making alternate arrangements and this cost will be borne by the supplier in full. It also should be noted that delivery of the goods to the air carrier after the contract delivery date, MAY result in higher shipping charges to the GN. Any such amount shall be borne by the supplier in full. The supplier must provide the following information for each parcel, box, pallet, crate, skid, etc. ordered for Air Carrier transport to the ultimate destination:

FOB LOCATION: **Ottawa International Airport**

AIR CARRIER:

CANADIAN NORTH
Fly the Arctic

Canadian North Cargo
145 Thad Johnson Private
Ottawa, ON K1V 1A2
Tel: 613-254-6471
yowcargoagent7f@canadiannorth.com

FOR FURTHERANCE TO: **Government of Nunavut – Department of Education**
EDU IT Warehouse, Building 1803, Iqaluit, NU X0A 0H0
Attention:

THE SUPPLIER MUST:

1. PLACE THE PURCHASE ORDER NUMBER ON THE OUTSIDE OF EACH PACKAGE, CRATE OR PALLET.
2. PLACE THE DEPT ACCOUNT NUMBER ON THE OUTSIDE OF EACH PACKAGE, CRATE OR PALLET.
3. THE GN PURCHASE ORDER NUMBER MUST BE CLEARLY STATED ON ALL DOCUMENTATION.
4. A PRINTED COPY OF THESE SHIPPING INSTRUCTIONS MUST ACCOMPANY THE FREIGHT AND MUST BE PROVIVED TO THE AIR CARRIER WHEN THE GOODS ARE TENDERED. IF THE SUPPLIER OR CONTACTOR FAILS TO PROVIDE THIS DOCUMENT TO THE AIR CARRIER, THEN THE SUPPLIER OR CONTACTOR WILL BE RESPONSIBLE FOR ADDITIONAL COSTS IF GOODS ARE REFUSED.

If the Purchase Order Number and Account Number are not on the outside of the package, crate or pallet, it will not be accepted by the Air Carrier.

Nunavut

RFT Goods Tender & Purchase Order

Reference Number GN-410015-RQ

APPENDIX A - INSTRUCTIONS TO BIDDERS

(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 Regulations 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 form 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 .jpeg or other photograph, 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.

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.

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 Nangminiqaqtunik Ikajuuti (NNI Regulations) applies to this RFT. The NNI Regulations 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) or in the NTI Inuit Firm Database (http://inuitfirm.tunngavik.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 Regulations.

34. Bids received by the GN on time shall, upon the closing date, remain valid, irrevocable and open for acceptance by the GN for a period of ninety (90) days.

35. The GN does not accept any condition, reservation, customary or otherwise, subject to which the Bidder may purport to sell, ship or deliver the goods other than those stated herein.

36. The lowest or any tender may not necessarily be accepted. If a Contract is to be awarded as a result of this RFT, it will be awarded to a compliant Bidder who is responsible, and has submitted a bid that after application of price adjustments permitted by the NNI Regulations, is lower than that of any other Bidder.

37. The GN reserves the right to make adjustments to a Bid following bid closing in accordance with the NNI Regulations by taking into account any information that will assist it in doing so, including by taking into account information obtained from the NNI Business Directory maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. For greater certainty, if the GN determines that a bidder should, or should not, receive a bid adjustment pursuant to the NNI Regulations, it can adjust the evaluation of the bid accordingly.

38. The GN reserves the right to accept or waive any minor informality or minor non-compliance with these Instructions to Bidders or other requirements; however, a substantial or material non-compliance shall not be waived.

39. The GN reserves the right to cancel this RFT at any time during this process, and to revise and re-issue new or similar requirements thereafter, for any reason whatsoever, without incurring any liability; and no Bidder will have any claim against the GN as a consequence.

40. Where the total Bid price is determined by unit pricing and estimated quantities, the Bid will be evaluated on the unit prices and estimated quantities rather than the total Bid price. The total bid price will be verified by the Buyer to confirm there are no mathematical errors in the Bidder's calculations. In the even of an error or discrepancy, the unit prices shall govern and the total Bid price shall be based upon the corrected mathematical calculation. The nature of the error will be considered in evaluating whether the bid is compliant.

41. The GN reserves the option of requesting complete details of the Bidder's warranty particulars and service capabilities. Failure to provide information sufficient to satisfy the requirements of this RFT may result in the Bidder bid being deemed 'Not 'Responsible' and disqualified from further consideration.

42. A Bidder found to be lacking the responsibility or capability to assure proper performance of the Contract, or delivery of the goods, may be deemed 'Not Responsible' by the Contracting Authority for the purposes of this RFT. A Bidder who has defaulted on a Purchase Order for similar goods within the last twelve (12) months may also be deemed Not Responsible by the Contracting Authority and prohibited from future RFTs until such time as the Bidder can satisfy the GN that it has corrected all documented deficiencies and grievances against it.

43. The Electrical Protection Act, R.S.N.W.T. (Nu.) 1988, c. E-3 (Nunavut) prohibits the sale, installation or use of uncertified electrical products in Nunavut. Therefore, any items or products provided by the Supplier that are electrical in nature or that are operated by electrical energy or contain electrical components must be certified by the Canadian Standards Association (CSA).

44. This procurement document can be made available, upon request, in any of the 4 official languages (Inuktitut, Inuinnaqtun, English, French), of Nunavut. ᐅᓇ ᓂᐅᕕᖏᑦᑐᖏᑦᑕᖅᓂᒃ ᑎᑎᖅᑲᖅ ᐊᑐᐃᓐᓇᐅᔪᓐᓇᖅᑐᖅ, ᑐᓴᓯᖏᑦᑕᐅᓗᓂ, ᓇᓕᐊᖅᓂᑐᐃᓐᓇᖅ ᐃᓕᓴᕆᓂᐅᔪᓐᓇᖅᑎᑦ ᑎᕿᒪᑎᔪᑦ ᐅᖏᐅᔪᖅᑎᑦ (ᐃᓇᓱᑎᑐᑦ, ᐃᓇᐃᓐᓇᖅᑐᓐ, ᖃᓪᓗᓈᑎᑐᑦ, ᐅᐃᕕᑐᑦ), ᓇᓇᕗᒻᒥᑦ Una havaamut pidjutaut titiraq taiguarumagukni, apiriguvit, kitunik hitamauyut ilitariyauyut uqauhiinik (Inuktitut, Inuinnaqtun, Qablunatut, Uiviititut), Nunavunmit Ce document d'approvisionnement est disponible, sur demande, dans les quatre langues officielles (inuktitut, inuinnaqtun, anglais, français) du Nunavut.

Declaration of Conformity

Material Conformity: The Bidder hereby acknowledges and agrees that the bid must be fully compliant with all mandatory requirements in order for the bid to be considered.

Substantial Conformity (Bidder Options & Substitutions): When an exception or alternative is proposed regarding a specified product, it will be evaluated to ensure that the performance capability meets the minimum requirements. The Bidder acknowledges and agrees that listing an exception or alternative does not necessarily constitute compliance with the specification, and that acceptance is subject to the GN's satisfaction that the exception or alternative does not constitute a material non-compliance with a mandatory requirement. Bidders are strongly encouraged to seek pre-approval from the GN prior to the stated Closing Date and Time. Proponents should include complete specifications for the alternatives submitted.

GN REQUIREMENTS/SPECIFICATIONS THAT WILL NOT BE MET BY SUBMISSION The Bidder hereby identifies the following exceptions or alternatives to the products specified on page 1.		
Item Reference #	**Exception/Alternative**	**Performance Capability**

If more space is required, photocopy and attach additional pages. Bidder should indicate the RFT Reference No., "Cont'd" and initial each additional page.

This declaration forms an integral part of the tender **and shall be Signed by the Bidder** and included with the bid submission as per the Instructions to Bidders regardless of any alternatives being submitted or not.

Signed by Bidder's Authorized Representative on _____ ____, 20___:
(month) (day) (year)

_____
Name:
Title:

Purchase Order

Reference Number GN-410015-RQ

APPENDIX B – Purchase Order Terms & Conditions

(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.

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

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.

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 Regulations, 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;
    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.

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.

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 51, 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 Iqaluit, NU, 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.