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INSTRUCTIONS TO BIDDERS

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time-stamped before the Closing Time.

5. Facsimile tenders will **NOT** be accepted for this tender.
6. It is highly recommended that Bidders submit tenders well in advance of Closing Time.
7. Tenders received after the date and time established as the deadline for the receipt of Tenders will be considered late and will be rejected.

3. Signature and Representation of Authority

1. If the Bidder is a corporation, the tender shall be signed in the Corporation's name and on its behalf by either:
 1. **Two persons**, duly authorized, who shall specify their office, and such signatures shall be witnessed **or**;
 2. By **one person**, duly authorized, who shall specify his/her office.
2. If the Bidder is an individual or a firm other than a corporation, the tender shall be signed by one person, duly authorized, who shall specify his/her office and such signature shall be witnessed.
3. The submission of an executed by a Bidder shall be deemed to be a representation by the Bidder that it has the full power and authority to submit the tender and to be bound by the terms and conditions of the Tender Documents.

4. Closing Time

1. The tender must be received by: **2:00 P.M. EDST, May 08 2017, hereinafter called "Closing Time"**.
2. Tenders shall be opened after the closing.

5. Liability

1. QEC is not liable for any costs of preparation or presentation of any Tenders.
2. All Tenders and accompanying documentation received by QEC in response to this RFT shall become the property of QEC and will not be returned.

2. QEC reserves the right to accept Tenders in whole or in part and award separate Contracts based on unit pricing.
3. Further, QEC reserves the right to refuse to award the tender to the lowest Bidder in circumstances where the lowest Bidder has, in QEC's sole opinion, poorly performed in previous contracts/work/service or supplied goods to QEC which were found to be of poor quality or not suitable for the purpose for which they were acquired or where there is an ongoing or past legal dispute related to poor or unsatisfactory performance between QEC and the lowest Bidder. Examples of unsatisfactory performance include, but is not limited to, failure to complete or deliver work/service/goods within the stipulated time frame, unauthorized change orders/change orders occasioned by the negligence or lack of foresight on the part of a Contractor/Vendor, use of poor quality/unsuitable materials or inferior workmanship/service/goods or failure to provide the work/service/goods at all.
4. Non-Compliant Tenders
 1. A tender that is informal, incomplete, unqualified or non-compliant with the requirements of the Tender Documents, or otherwise irregular in any way, shall be declared invalid and rejected by QEC.
 2. Bidders must bid on each and every item listed or the Tender will be non-compliant.
 3. QEC may accept or waive a minor or inconsequential irregularity, or where practicable to do so, QEC may, as a condition of tender acceptance, request a Bidder to correct a minor or inconsequential irregularity with no change in tender price. QEC further reserves the right to request additional clarification after the Closing Time.
 4. The determination of what is, or is not, a minor or inconsequential irregularity, the determination of whether to accept, waive or require correction of an irregularity, and the final determination of the validity of a Tender, shall be at the QEC's sole discretion.

5. Tender Acceptance Period

The period for acceptance of a tender, hereinafter called the "Tender Acceptance Period", shall be limited to sixty (60) days following Closing Time, and notwithstanding that another tender has been accepted, each tender submitted shall remain irrevocable and open to



acceptance by QEC at any time within the Tender Acceptance Period.

6. Notification of Award

QEC shall provide written notice to the successful Bidder, hereinafter called the “Notice of Award”, confirming therein the awarding of a Contract in respect of the proposed work, hereinafter called the “Contract”. The Notice of Award shall be delivered to the successful Bidder’s contact person as set forth on the Bidder’s submission. The Bidder shall be deemed to have received the Notice of Award on the second business day following the date of email delivery by QEC.

7. The successful Bidder will be expected to fulfill their obligations as set out in the Request for Tender and meet the terms set out in the attached Purchase Order. Bidders should familiarize themselves with those terms and price the tender accordingly.

8. Where the total Bid price is determined by unit pricing and estimated quantities, the Tender will be evaluated on the unit prices and estimated quantities rather than the total Tender price. The total Tender price will be verified by the Buyer to confirm there are no mathematical errors in the Bidder’s calculations. In the event 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.

8. QUALIFICATIONS OF BIDDER

1. Each Bidder shall furnish satisfactory evidence to QEC that it has the necessary ability, experience, capital and plant to supply the required goods/service/work and to complete same within the period stipulated. Each Bidder, in order to be qualified as acceptable, must have previously and successfully completed an undertaking of comparable nature and scope and must provide documentation to this effect. Where a Bidder has supplied the same or comparable goods/services or performed the same or comparable work to the Corporation before, the Corporation may, in its entire discretion waive the submission of documentary proof.

2. Notwithstanding the submission by a Bidder of the documentation requested in Clause 8.1 above, QEC reserves the right to disqualify such Bidder if QEC is not satisfied, in its absolute discretion, with the Bidder’s qualifications.

3. Further, QEC reserves the right to determine and accept other forms of evidence other than documents to substantiate a Bidder’s ability, experience and capacity to provide the



required goods/service or to provide and complete the work.

9. PRICING REQUIREMENTS

1. Firm price tenders are resolved from EITHER a proposed number of units times a firm unit price OR a firm lump sum price. The firm lump sum price shall include all costs of carrying out and completing the work specified.

10. DISCLOSURE OF DOCUMENTS AND INFORMATION

1. The Bidder is advised that the Tender Documents and the Contract are subject to the provisions under the Access to Information and Protection of Privacy Act, S.N.W.T 1994 c.20 as amended for Nunavut.

11. THE NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI) POLICY

1. One of the priorities of QEC is to ensure that Nunavut, Inuit and Local materials, equipment and labour are used in QEC contracts; therefore, the “Nunavummi Nangminiqagtunik 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) 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 Tender Form.
2. QEC reserves the right to make adjustments to a Bid following Tender closing in accordance with the NNI Policy 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 QEC determines that a bidder should, or should not, receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation of the bid accordingly.

12. SHIPPING AND PRICING

1. Prices must include all charges for containers, packing and cartage to the FOB point and QEC shall not be bound to pay any additional separate freight or shipping charges not identified in the Tender.
2. 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.



For (Area C) Iqaluit:

THE CARRIER IS:

Nunavut Eastern Arctic Shipping (NEAS)

by ships loading at the Port of Valleyfield, Quebec

Contact: Mark Bray

Phone: (877) 225-6327 (Toll Free)

Fax: (514) 523-7875

Email: mbray@neas.ca

and

For (Area E) the Kivalliq Region: Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove

THE CARRIER IS:

Nunavut Sealink and Supply Inc. (NSSI)

by ships loading at the Port of Ste-Catherine, Quebec

Contact: Daniel Desgagnés

Phone: (450) 635-0833 or Toll free (866) 732-5438

Fax: (450) 635-5126

OR

Nunavut Sealink and Supply Inc. (NSSI)

by ships loading at the Port of Churchill, Manitoba

Contact: Francois Gaudreua

Phone: (450) 635-0833 or Toll free (866) 732-5438

Fax: (204) 943-5458

NOTE: For transport to Sanikiluaq, services are from Port of St. Catherine only.

For (Area G) the following communities in the Kitikmeot Region: Bathurst Inlet, Cambridge Bay, Gjoa Haven, Kugluktuk, Taloyoak and Umingmaktok (Bay Chimo):

Nunavut Sealink and Supply Inc. (NSSI)

By ships loading at the Port of Ste-Catherine, Quebec

Contact: Daniel Desgagnés

Phone: (450) 635-0833 or Toll free (866) 732-5438

Fax: (450) 635-5126

3. The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, Contractors are to bid using the published sailing schedules and rates available from the above marine carriers. These schedules and rates are also available from the Department of Community & Government Services, Purchasing, Logistics & Contract Support Division, Contact: John Paton, Manager Logistics at (867) 975-5437.
4. If a Contractor uses a marine carrier other than the marine carrier specified by QEC this Appendix without having obtained QEC's prior written authorization to do so, the Contractor shall be solely responsible for any extra freight costs, administrative costs or any other costs incurred by QEC which result either directly or indirectly from the Contractor's failure to use the QEC specified marine carrier as set out in this Appendix. The Contractor shall issue a credit in favour of QEC for any monies saved by the Contractor obtained from using a marine carrier other than the specified marine carriers identified in this Appendix.
5. In exceptional or extraordinary circumstances, where a specified marine carrier's sailing schedule is in substantial conflict with the project schedule, QEC will review the circumstances, taking into account the potential adverse impact on the project and the specified marine carrier's interests, and, at its sole discretion, QEC may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than a specified marine carrier; such authorization must be in writing and must be obtained prior to contracting for the marine transport.

13. ADDITIONAL INSTRUCTIONS

1. 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.
2. In the case of an RFT for Mobile Equipment, QEC 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.
3. Goods or equipment requested in this RFT shall be protected by a minimum twelve (12) month manufacturer's warranty and QEC 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.

4. QEC 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.
5. 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).



NNI Adjustment Table - Goods Only							
Company Name Insert your company Name	Value of Bid (\$)	Nunavut Business Enter 5% or 0	Inuit Firm (IFR1, IFR2, IFR3) Enter 5%, 10%, 15% or 0	Local Business Enter 5% or 0	Total Adjustment (%)	Value of Adjustment (\$ x %)	Final Adjusted Bid Value
					0%	\$0.00	\$0.00

TO RECEIVE BID ADJUSTMENTS UNDER THE NNI POLICY, the Bidder MUST complete and submit this form. This Form must be submitted at the Tender Close in accordance with the Instructions to Bidders. The name of the applicable company, to be considered for bid adjustment. Indicate the company name as it appears on the GN or NTI list of approved companies, indicate the total value of your bid, and enter the appropriate NNI adjustment percentages as indicated in the columns of this form (Nunavut Business, Inuit Firm, Local Business). The Nunavut, Local and Inuit status, as defined by the NNI Policy, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided and make any corrections necessary in accordance with the GN and NTI lists.



TENDER FORM

1. Tender No: **2017016** for the supply of goods and/or services as detailed in the technical specifications and drawings.

By:

Specify with an 'X' beside the applicable description of the Tenderer's legal status:

_____ Company duly incorporated under the laws of _____

_____ Partnership formed under the laws of _____

_____ Sole Proprietorship of Contractor

Licensed to carry on business in the Province/Territory of: _____

Having its registered office or head office at: _____

Hereinafter called the Tenderer.

To:

Qulliq Energy Corporation

243 Umiaq Cres.

Iqaluit, Nunavut

X0A 0H0

Attn: Procurement/Contracting Office

Initials _____



ARTICLES OF AGREEMENT

1. CONTRACT DOCUMENTS
2. CONTRACT TIME AND DESCRIPTION OF WORK
3. CONTRACT PRICE
4. ADDRESSES
5. ENTIRE AGREEMENT



3. In this Contract:

1. "Unit Price Arrangement" means that part of the Contract that prescribes the product of a price multiplied by a number of units of measurement of a material as payment for the performance of the Work to which it relates.

2. **CONTRACT TIME AND DESCRIPTION OF REQUIREMENT**

1. The Contractor shall perform the Requirement described as:

Description: Supply and Delivery Transformers 2017 Sealift

Location: Nunavut, FOB Salaberry-de-Valleyfield, QC
FOB Sainte- Catherine, QC

Tender Number: [2017016](#)

2. The Contractor shall provide the Requirement and diligently do and fulfill everything required by the Contract Documents in a careful and workmanlike manner between the date of these Articles of Agreement and the **30th day of July, 2017** and, in accordance with the **2017 Sealift Schedule** such that the materials are successfully delivered to the FOB Locations ten **(10) days prior to the published Cut Off date** established on the Sea Lift Schedule for **the First Sailing for each location** indicated in the material requirements lists.

3. **CONTRACT PRICE**

1. The Corporation shall pay the Contractor at the times and in the manner set out in the Contract Documents in consideration of providing the Requirement, the Contract Price, calculated as follows:
 1. Where the contract consists only of a Fixed Price Arrangement, the Tendered Sum Price of **XXXX (XXX.XX)** in Canadian funds, not including GST, will be paid in consideration of providing the Requirement;
 2. Where the contract consists only of a Unit Price Arrangement, a sum that is equal to the aggregate of the product of:
 - i. the number of units of measurement of each class of material, as certified by the Contract Monitor, multiplied in



- each case by the appropriate unit price, not including GST, in Canadian funds,
- ii. Plus any related/indirect costs specified on the Material Requirements List,
 - iii. Becoming the Tendered Sum Price as set out in Tender Form C3 (1) to this Contract;
3. Where the Requirement is in part subject to a Fixed Price Arrangement and in part subject to a Unit Price Arrangement, the total of the sums becomes the Tendered Sum Price as set out in Tender Form C3 (1) to this Contract;

QULLIQ ENERGY CORPORATION:

 Signature of Authorized Signing Officer

 Signature of Witness

 Name of Signing Officer

 Name of Witness

 Title and/or Position of Signing Officer

 Date

Contractor.

 Signature of Authorized Signing Officer

 Signature of Witness

 Name of Signing Officer

 Name of Witness

 Title and/or Position of Signing Officer

 Date



GENERAL CONDITIONS

GC1	GENERAL
GC2	CORPORATION'S OBLIGATIONS
GC3	CONTRACTOR'S OBLIGATIONS
GC4	ADMINISTRATION OF CONTRACT
GC5	CHANGES TO REQUIREMENT
GC6	FORCE MAJEURE
GC7	TIME AND DELAYS
GC8	TERMINATION
GC9	REQUIREMENTS FOR INUIT, LOCAL AND NUNAVUT CONTENT
GC10	MONITORING THE LEVEL OF INUIT, NUNAVUT AND LOCAL LABOUR
GC11	FAILURE TO COMPLY WITH PROPOSED INUIT, LOCAL AND NUNAVUT CONTENT



GC1 GENERAL

- 1.1 The following terms, whenever used in the Contract Documents, will mean:
- 1.1.1 **Adjustment:** a change in either the Contract Price, or the Contract Time, or both, in accordance with the applicable provisions of the Contract Documents.
 - 1.1.2 **Articles of Agreement:** the executed Articles of Agreement.
 - 1.1.3 **Change Order:** a written instruction prepared by the Corporation Contract Monitor and signed by the Corporation and the Contractor stating their agreement upon:
 - 1.1.3.1 A change in Requirement: and
 - 1.1.3.2 The method and/or the amount of Adjustment, if any.
 - 1.1.4 **Claim:**
 - 1.1.4.1 A demand or assertion by the Corporation or the Contractor seeking an interpretation of Contract terms, an Adjustment or other relief with respect to the terms of the Contract; and
 - 1.1.4.2 Other disputes and/or matters in question between the Corporation and the Contractor arising out of or relating to the Contract.
 - 1.1.5 **Contract:** the undertaking by the parties to perform their respective duties and discharge their obligations as set out in the Contract Documents which represents the entire agreement between the parties.
 - 1.1.6 **Contractor:** is the person, company or entity engaged by the Corporation to provide the Requirement.
 - 1.1.7 **Contract Documents:** the documents referred to in the Articles of Agreement.
 - 1.1.8 **Contract Price:** the sum stated in the Articles of Agreement, as it may be amended during the progress of the Work.
 - 1.1.9 **Contract Time:** the time, as stated in the Articles of Agreement, for the performance of the fulfillment of the requirements of the Contract Documents, as such time may be amended during the progress of the Requirement by a Change Order or in accordance with GC5.
 - 1.1.10 **Contractor's Project Monitor:** the person identified in the Articles of Agreement or such person or persons as the Contractor may name as a replacement.
 - 1.1.11 **Corporation:** is Qulliq Energy Corporation (the Corporation).



- 1.1.12 The Corporation's Project Monitor: the person identified in the Articles of Agreement or such person or persons as the Corporation may name as a replacement.
- 1.1.13 GC: a reference to a clause in these General Conditions of the Contract.
- 1.1.14 Laws and Regulations: any and all applicable laws, legislation, rules, regulations, by-laws, codes and orders of any and all government bodies, agencies, authorities and courts.
- 1.1.15 Requirement: includes the goods, materials, services, work or project that the Contractor has been contracted to provide or cause to be provided, undertaken or performed for or on behalf of the Corporation.
- 1.2 Documents
 - 1.2.1 The Contract Documents will not be construed to create a contractual relationship of any kind between:
 - 1.2.1.1 The Corporation's Project Monitor and the Contractor;
 - 1.2.1.2 The Corporation and a Subcontractor or supplier; or
 - 1.2.2 Between any persons or entities other than the Corporation and the Contractor.
- 1.3 Notices
 - 1.3.1 Where a notice is required by the Contract Documents to be given in writing to the Corporation or the Contractor, it may be delivered personally or delivered or sent by mail, electronic mail, or facsimile transmission to the Corporation's address set out in the Articles of Agreement, or the office of the respective Corporation or Contractor Project Monitor.
 - 1.3.2 A written notice or communication sent by mail will be deemed to have been received ten (10) days from the date of posting. Whenever a notice or communication is sent by facsimile transmission, a printed confirmation of transmission to the facsimile number provided by the party to whom the facsimile is sent will be conclusive evidence that the facsimile transmission has been received by that party.
- 1.4 Rights and Remedies
 - 1.4.1 No implied terms or obligations of any kind by or on behalf of the Corporation will arise from anything in the Contract Documents and the express covenants and agreements therein contained are the only covenants and agreements provided by the Corporation.

1.4.2 Any failure by the Corporation or the Corporation's Project Monitor to enforce or require the strict performance of any of the provisions of the Contract will not constitute a waiver of those provisions and will not affect or impair those provisions or any right the Corporation has at any time to avail itself of any remedies the Corporation may have for breach of those provisions or to require the Work to be performed in accordance with the Contract Documents.

1.5 Assignment

1.5.1 The Contractor will not assign the Contract, or any part of it, or any benefit or interest in it, without the prior written consent of the Corporation. If the Corporation consents to the assignment of the Contract by the Contractor, such consent will not release or relieve the Contractor from any of its obligations of liabilities under this Contract.

1.6 Applicable Law

1.6.1 This Contract will be deemed to have been made in the Nunavut Territory and will be governed by and interpreted in accordance with the laws of the Nunavut Territory and the laws of Canada, as they may apply. The Courts of the Nunavut Territory will have exclusive jurisdiction over any action arising under or out of this Contract.

GC2 CORPORATION'S OBLIGATIONS

2.1 Payment

The Corporation will make payments to the Contractor as per the Contract Documents. Payment terms are net 30 days from satisfactory receipt of goods and services, including partial quantity receipts.

2.2 Project Monitor Representatives

2.2.1 Unless otherwise provided in the Contract Documents, the Corporation will communicate with the Contractor through the Corporation's Project Monitor, and the Contractor will communicate with the Corporation through the Contractor Project Monitor.

2.2.2 Each party may replace its designated representative at any time by written notice to the other.

2.2.3 All matters pertaining to the administration or interpretation of this Contract will be dealt with through above designated representatives.

2.3 Breaches by the Corporation

2.3.1 In the event that the Corporation breaches its obligations under the Contract, it will not be liable to the Contractor, its Subcontractors or any other parties acting on

their behalf, for consequential loss, including, but not limited to, loss of use, loss of profit, loss of business opportunity, goodwill, revenue or downtime.

2.4 Title to Materials, Equipment and Other Tangible Items

2.4.1 The title to any materials, equipment, or other tangible items that are part of the Requirement or its constituent parts will vest in the Corporation upon any of the following:

2.4.1.1 When the materials or part thereof are first identifiable as being appropriated to the Contract;

2.4.1.2 When the Corporation pays for the materials, or part thereof in accordance with the Contract;

2.4.1.3 When the materials or part thereof are dispatched to the designated delivery point, provided that such transfer of title will be without prejudice of the Corporation's right of refusal of the materials, or part thereof in case of non-conformity with the requirements of the Contract.

GC3 CONTRACTOR'S OBLIGATIONS

3.1 General Obligations and Representations

3.1.1 Notwithstanding any omissions from the Contractor's tender, the Contractor will furnish all materials, transportation and other items or services required for the performance of this Contract, except for such items that the Corporation has agreed to furnish and that are specifically listed in the Contract Documents. The Contractor will, within the Contract Time, provide all of the Requirement which is stipulated by the Contract Documents and which can be reasonably inferred as necessary to produce the intended result.

3.1.2 The Contractor shall comply, and secure compliance by its Subcontractors, with all Laws and Regulations in connection with the performance of this Contract.

3.1.3 The Contractor warrants that it has the capabilities in personnel, services, finances and time, to perform the Work and is experienced, ready, willing and able to provide the Requirement in accordance with the terms of the Contract, and all Contractor personnel, specifically declared for the Contract are qualified and skilled in their respective duties. Any changes to the Contractor's personnel assigned to the performance of the Contract, shall be communicated and accepted in writing by the Corporation's Project Monitor prior to any involvement of such change of personnel.

3.1.4 The Contractor shall deliver and make available materials specified on individual purchase orders for all three Regions in Nunavut: [Kitikmeot, Kivalliq and Baffin Regions Purchases – less Iqaluit – delivered to FOB](#)



Montreal: port at Ste. Catherine, Quebec, shipped by NSSI shipping company. **For Iqaluit Purchases ONLY USE NEAS Shipping Company:** FOB Montreal: port at Salaberry de Valleyfield, Quebec as directed.

3.1.5 The Contractor shall deliver the materials specified on individual purchase orders following the 2017 Sealift Schedule for each of the locations such that the **materials are shipped on the FIRST Sailing for each location.**

3.2 Independent Contractor

3.2.1 The Contractor is not the agent, servant or employee of the Corporation and is responsible for the instruction, management and control of the Contractor's employees. The Contractor is an independent contractor and will have complete control of the Requirements stipulated in the Contract. The Contractor will effectively direct and supervise to ensure that it conforms to the Contract Documents. The Contractor has no authority to make any statements, representations or commitments of any kind, or to take any action which will bind the Corporation.

3.3 Review of Contract Documents

3.3.1 The Contractor will study and compare the elements of the Contract Documents and will verify the dimensions, quantities and details described in them. The Contractor will notify the Corporation's Project Monitor of all errors, omissions, conflicts and discrepancies found, including with respect to specifications.

3.4 Proprietary Information (Intellectual Property)

3.4.1 The Contractor agrees that any process or proprietary information furnished to it by the Corporation, including those without limitation patents, drawings and designs will:

3.4.1.1 Not be divulged by the Contractor to any other person; be used by the Contractor to provide the Requirement and not for any other purpose, except as authorized in writing by the Corporation; unless such process or information is in the public domain and was not acquired directly or indirectly from the Corporation.

3.4.2 All intellectual property used by or arising from the Contractor carrying out the work it has been contracted to do becomes the sole and exclusive property of the Corporation.

3.5 Transportation of Materials

- 3.5.1 Transportation, shipping and handling of materials and all costs associated therewith are the responsibility of the Contractor unless otherwise noted.

3.6 Indemnity

- 3.6.1 The Contractor will be liable to the Corporation for any and all loss, costs, damages, claims and expenses whatsoever which the Corporation may suffer, sustain, pay or incur as a result of the Contractor's performance of this Contract.
- 3.6.2 The Contractor will indemnify and save harmless the Corporation, its agents, employees, directors, officers, servants, authorized representatives, successors and assigns, from and against any and all claims, losses, damage, demands, suits and expenses (including legal expenses) attributable to the Contractor, its servant, agents or Subcontractors and arising out of or in consequence of the performance of this Contract, including without limitation any alleged infringement of a patent of invention or of any other kind of intellectual property, save and except for any losses resulting from the negligence of the Corporation, its employees, subcontractors or agents.

3.7 Taxes

- 3.7.1 The Contractor will pay and make payment at such times when due and payable, all taxes including, but not limited to, all sales, excise, storage, consumption and use taxes, licenses, permit and registration fees, and income, profit, franchise, and personal property taxes.

3.8 Business Standards

- 3.8.1 The Contractor, in performing its obligations under this Contract, will establish and maintain the highest business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Corporation.

GC4 ADMINISTRATION OF THE CONTRACT

4.1 Duties and Authority of the Corporation's Contract Monitor

- 4.1.1 The Corporation's Project Monitor will administer the Contract as provided in the Contract Documents.
- 4.1.2 The Corporation's Project Monitor will be the Corporation's representative until the Requirement has been fulfilled in accordance with the Contract Documents.
- 4.1.3 Except as expressly stated in the Contract Documents, the Corporation's Project Monitor will have no authority to relieve the Contractor of any of the Contractor's obligations under the Contract.



- 4.1.4 The Corporation will decide on questions arising under the Contract, whether as to the delivery of the Requirement or the interpretation of the Contract Documents and will judge the acceptability of the Requirement delivery and communicate with the Contractor through the Corporation's Project Monitor.
- 4.1.5 During the progress of the Requirement delivery, the Corporation's Project Monitor will have authority to issue written additional instructions regarding the Requirement which may, in the opinion of the Corporation's Project Monitor, be necessary to supplement or clarify the Contract Documents. Such additional instructions will be consistent with the intent of the Contract Documents, will not entitle the Contractor to an adjustment in the Contract Price and will be binding upon and carried out promptly by the Contractor.

4.2 Disputes

- 4.2.1 If the Contractor is of the opinion that any decisions of the Corporation or the Corporation's Project Monitor are at variance with the Contract Documents or involve changes in the Requirement that exceed the requirements of the Contract Documents, the Contractor will notify the Corporation in writing before proceeding to carry out such decisions. If the Corporation and the Contractor fail to agree that a decision involves changes in the Requirement that exceed the requirements of the Contract Documents, the Contractor will nevertheless provide the disputed aspect of the Requirement and the Corporation and Contractor will use their best efforts to resolve any disputes arising between them by amicable negotiations. In the event that such negotiations do not produce a resolution, any dispute concerning the interpretation, meaning or application of the provisions of this Contract will be submitted to and settled by arbitration and the decision of the arbitrator appointed to deal with such dispute or matter will be accepted by the parties who agree to do all things required to implement such arbitrator's decision. The arbitration will be conducted by a single arbitrator if the parties agree upon one, otherwise by a single arbitrator appointed by the Nunavut Court of Justice upon the application of either party. The award of the arbitrator will be final and binding upon the parties and there will be no appeal therefrom. The party prevailing at arbitration pursuant to this Article will be entitled to recover from the other party all reasonable costs including, but not limited to reasonable legal fees, incurred by the prevailing party in respect of such arbitration. The cost of all arbitration proceedings will be shared equally between parties except that the successful party shall recover its share of the arbitration costs from the losing party.

GC5 CHANGES TO THE REQUIREMENT

5.1 Changes

- 5.1.1 Without invalidating the Contract, the Corporation, may at any time before the Requirement is fulfilled, by Change Order:



5.1.1.1 Order material in addition to that provided for in the Material Requirements List

5.1.1.2 Make changes in the Requirement by adding to, deleting from or revising the Requirement.

5.2 Change Orders

5.2.1 The Contractor will not change the content of the Requirement without the prior written authorization of the Corporation contained in a Change Order signed by the Corporation.

5.3 Performance of Changes

5.3.1 Upon receipt of a Change Order, the Contractor will promptly provide the Requirement in accordance with the applicable provisions of the Contract Documents, except as specifically provided in the Change Order.

5.4 Valuation of Changes

5.4.1 The Corporation's Project Monitor will determine whether or not any Requirement changes by the Contractor, pursuant to an order or change, increases or decreases the cost of the Requirement to the Contractor.

5.4.2 If the Contract specifies a Unit Price for all or for portions of the Work, and the Corporation's Project Monitor agrees that such Unit Prices are applicable to a particular change in the Requirement or a portion thereof, then the Contractor will be paid on the basis of the Unit Price as defined in the Contract Documents.

5.4.3 Before any Change Order is issued, the Contractor will propose to the Corporation's Contract Monitor, in writing, a statement as to the effect the proposed change will have on meeting the Requirement.

5.4.4 The Contract Price will be adjusted only by a Change Order duly signed by the Corporation and the Contractor.

5.5 Changes in Schedule

5.5.1 Any executed Change Order will not extend the Contract Time or interim deadlines unless such an extension is expressly stipulated in the Change Order and the Contract is correspondingly amended.

GC6 FORCE MAJEURE

6.1 Events of Force Majeure



- 6.1.1 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 labor disruption, without additional notice.
- 6.1.2 The Contractor 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, but may not constitute a force majeure under this Contract. The Contractor will plan for those eventualities as much as possible.
- 6.1.3 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.
- 6.1.4 Should the force majeure event last for longer than thirty (30) days, the Corporation may terminate this Contract, in whole or in part, without further liability, expense or cost of any kind save for preparation/mobilization costs incurred as at the termination.

GC7 TIME AND DELAYS

- 7.1 The dates and time limits and the Contract Time are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for providing the Requirement.
- 7.2 The Corporation's Project Monitor may, on the application of the Contractor made before the expiration of the Contract Time, extend the Contract Time by fixing a new date if, in the sole opinion of the Corporation's Contract Monitor, completion of the Contract has been delayed by any cause beyond the control of the Contractor.

GC8 TERMINATION

- 8.1 The Corporation may terminate this Contract at any time without penalty upon giving 10 days written notice to this effect to the Contractor if, in the opinion of the Corporation, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the Contract or the Contractor defaults or fails to observe the terms and conditions of the Contract in any material respect
 - 8.1.1 This Contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the Corporation for work performed to the date of termination



8.1.2 This Contract shall also be terminated if the services are no longer needed as of the day of written notice and the Contractor shall forthwith invoice the Corporation for work performed to the date of termination.

GC9 REQUIREMENTS FOR INUIT, LOCAL AND NUNAVUT CONTENT

- 9.1 The Proponent shall, in the performance of the Work, employ Inuit, Nunavut and local workers and use Inuit, Nunavut and local content to the greatest extent possible and at a minimum, no less than the amounts tendered by the Proponent in Appendix B-2 of the Tender. Workers shall meet all levels of proficiency, qualification and expertise as dictated by the authorities having jurisdiction and/or as defined in the Contract Documents.
- 9.2 The Proponent shall provide a schedule indicating the anticipated total monthly value of all Inuit, Nunavut and local content and labour to be expended in the execution of the Work. This schedule shall provide the benchmark for ensuring compliance by the Proponent with the requirements for the use of Inuit, Local and Nunavut content during the Project.
- 9.3 For the Inuit labour bonus, as set out in the NNI Policy, the benchmark shall be the minimum prescribed level for Inuit labour identified on page 4 of Appendix J of the Tender.

GC10 MONITORING THE LEVEL OF INUIT, NUNAVUT AND LOCAL LABOUR

- 10.1 The Proponent is responsible to insure that every worker identified as Local or Nunavut meets the qualifying requirements of being ordinarily resident in Nunavut for the past twelve (12) months, and for local being a Nunavut resident ordinarily residing in the subject community for the past four (4) months. The Proponent may be required to provide proof of residency of the persons it employs in the execution of this contract at any time throughout the implementation of the Project.
- 10.2 Reasonable proof of Nunavut and local residency shall be any of the following:
 - 10.2.1 The worker is listed on the Nunavut Tunggavik Inc. (“NTI”) enrolment list and provides a physical address where he is residing; or
 - 10.2.2 The worker has:
 - (a) Spent the last twelve (12) months ordinarily resident in Nunavut; and
 - (b) Has a valid Nunavut Health Care Card effective at least nine (9) months prior to start date of employment on the Project; and/or
 - (c) Has any other acceptable proof of residency such as: a Nunavut General Hunting License, a Nunavut Driver’s Licence, a lease or rental receipt, or a certified Schedule T222 Income Tax return from the previous year or proof that Income Tax was paid in the Nunavut during the previous tax year; and
 - (d) Provides a physical address where residing; or
 - 10.2.3 The worker is included on a list of approved Local or Nunavut residents verified by the municipality of their residence.

- 10.3 The Proponent is responsible for ensuring that every worker identified as Inuit is on the NTI Inuit enrolment list, or would qualify to be on the list.
- 10.4 If requested by the Corporation to do so, the Proponent shall obtain a signed consent form from a worker which verifies their residency and permits the Corporation to obtain any and all information required to support the worker's claim of residency and/or Inuit status. A standard consent form is attached as page 4 of Appendix B of the Tender. A worker does not need to comply with the requirements of this clause 51.4 if the worker meets one of the requirements of GC51.2.

GC11 FAILURE TO COMPLY WITH PROPOSED INUIT, LOCAL AND NUNAVUT CONTENT

- 11.1 The parties to this Contract recognize the high cost of living in Nunavut, and the need to build the capacity of Inuit firms and labour in Nunavut, which is compensated for by the Corporation through the provision of bid adjustments for the use of Inuit, Nunavut and local labour and other Inuit, Nunavut and local content, and the provision of bonuses under the NNI Policy. It is a priority of the Corporation to maximize the opportunities for Inuit, Nunavut and local workers and businesses to benefit from government contracts and the Corporation may pay a premium in awarding its contracts to support this important objective.
- 11.2 The Proponent shall achieve, by the completion of the Contract, at least the amounts tendered on Appendix B-2 of the Tender, with the exception of decreasing the total amount of "other content" with corresponding equal or larger increases in the total amounts for local and non-local Inuit and Nunavut Content; specifically by:
 - 11.2.1 Decreasing the total amount of "other payroll" and increasing the amount of Nunavut labour and the amount of local Nunavut labour, or the amount of Inuit labour and the amount of local Inuit labour; which the Proponent has identified in Appendix B-2 of the Tender; and
 - 11.2.2 Decreasing the amount of "other content", excluding the amount of "other payroll" and increasing the amount of local Nunavut content (excluding local Nunavut labour) and the amount of Nunavut content (excluding Nunavut labour), or the amount of local Inuit content (excluding local Inuit labour) and the amount of Inuit content (excluding Inuit labour), which the Proponent has identified in Appendix B-2 of the Tender.
- 11.3 In the event that the amounts of Inuit, Nunavut and local expenditures actually achieved by the Proponent are less than the amounts identified in Appendix B-2, or as subsequently revised pursuant to clauses GC11.2 then the Corporation may adopt one or more of the following remedies:
 - 11.3.1 Withhold from any progress payment an amount equal to the difference between:
 - (a) The amounts identified in Appendix B-2 and the amount identified in Schedule of values referred to in GC9.2; or
 - (b) Any revised amounts pursuant to clause GC11.2.1 and GC11.2.2 and the amount identified in Schedule of values referred to in GC9.2.



This amount may be released to the Proponent if at the date of a subsequent request the difference has been eliminated.

- 11.3.2 Deduct from any RCP or the request for substantial or final completion an amount equal to:
- (a) 25% of the difference between the amounts identified in Schedule of values referred to in GC9.2 and the employment report and the amounts identified in Appendix B-2 of the Tender; and
 - (b) 25% of the difference between the amounts identified in clause GC11.2.1 and GC11.2.2 and the amount identified in Appendix B-2 or Schedule of values referred to in GC9.2 and the employment report.
- 11.3.3 Take the Contract out of the Proponent's hands, in accordance with GC36 and GC37; or
- 11.3.4 Any other remedy deemed reasonable by the Corporation.
- 11.4 In the event that the amount of difference identified in GC11.2 is 15% or less of the amount proposed in Appendix B-2 of the Tender, the Corporation, at its sole discretion, may waive the provisions of clause 11.3.
- 11.5 In the event that the minimum prescribed level of Inuit labour set out in Appendix J of the Tender is not met, then for future tenders where there are similar minimum prescribed levels for Inuit labour, the Proponent may be deemed "not responsible" as defined in the Government Contract Regulations.

- END -

engine	Mfg	oil	qty	501	502	503	504	505	Total	Unit Price	Total Price
		Racor 20/20	ea	50		144	144		338		
	Detroit	23530707	ea						0		
	Detroit	23530706	ea						0		
		Racor 30/30	ea						0		
DD4000	Detroit	5241840501	ea	48					48		

engine	Mfg	fuel primary	qty	501	502	503	504	505	Total	Unit Price	Total Price
DDS60	Detroit	FS19624	ea						0		
DD4000	Detroit	X00042421	ea	48					48		

engine	Mfg	fuel secondary	qty	501	502	503	504	505	Total	Unit Price	Total Price
DDS60	Detroit	X	ea						0		
DD4000	Detroit	23530646	ea	48					48		

engine	Mfg	air primary	qty	501	502	503	504	505	Total	Unit Price	Total Price
DD4000	Detroit	P154575	ea	36				40	76		
DDS60	Detroit	AF4548	ea				120		120		
DD4000	Detroit	180945802	ea	48					48		

Grand Total Price

engine	Mfg	oil	qty	601	602	603	604	605	606	607	Total	Unit Price	Total Price
12V-710	EMD	EMD8345482	ea	52							52		
8V710	EMD	EMD8345482	ea	52							52		
DD4000	Detroit	5241800310	ea								0		
DD60	Detroit	23530573	ea						40		40		
DDS60	Detroit	P552100	ea					48			48		
SF360TA	Guascor	PGUA7650262	ea								0		
		Racor 20/20	ea	108		30					138		
		G2F-LP355	ea								0		
		DAHL#301-30	ea	72		32					104		
		88465-A	ea			12					12		
		23530707	ea								0		
		23530706	ea								0		
		racor ccv55222-08				33					33		

engine	Mfg	fuel primary	qty	601	602	603	604	605	606	607	Total	Unit Price	Total Price
8V710	EMD	EMD40052587	ea	36							36		
12V-710	EMD	EMD40052587	ea	36							36		
DD4000	Detroit	IR-0756	ea								0		
SF360TA	Guascor	PGUA7650310	ea								0		
DDS60	Detroit	23530706	ea					36	80	15	131		
DDS60	Detroit	FS19624	ea							10	10		

engine	Mfg	fuel secondary	qty	601	602	603	604	605	606	607	Total	Unit Price	Total Price
DD60	Detroit	P550757	ea								0		
DD4000	Detroit	20/20	ea								0		
SF360		20/20	ea								0		
DDS60	Detroit	23533816	ea					36			36		
DDS60	Detroit	23530707	ea					36	80	15	131		

engine	Mfg	air primary	qty	601	602	603	604	605	606	607	Total	Unit Price	Total Price
12V-710	EMD	EMD8470903	ea	44							44		
8V710	EMD	EMD8470903	ea	44							44		
DD4000	Detroit	P154575	ea								0		
DDS60	Detroit	AF4548	ea							20	20		
DDS60	Detroit	P154575	ea					12		20	32		
SF360TA	Guascor	P781102	ea								0		

		Filter urbo									Total		
12V-710	EMD	40035123	ea	18							18		
8V710	EMD	40035123	ea	18							18		

Grand Total Price

Engine	Mfg	oil	Qty	701	702	703	704	705	706	707	708	709	710	711	712	713	Total	Unit Price	Total Price
Cummins	Cum	P553000	ea						0						48		48		
F 2895	Waukesha	FS-1874/T	ea				12		0								12		
DD4000	Detroit	5241800310	ea						0								0		
DD60	Detroit	23530573	ea	30			24		0			18	14	24			110		
SF360TA	Guascor	PGUA7650262	ea						0								0		
FAA-AO54M4	Cummins	F 14000 NN PA	ea		32				0								32		
GAF-AO54M2	Cummins	LF 9050 PAC	ea		128				0								128		
8V 1600	MTU	K57518300024	ea						0		20						20		

Engine	Mfg	fuel primary	qty	701	702	703	704	705	706	707	708	709	710	711	712	713	Total	Unit Price	Total Price
DD4000	Detroit	23530644	ea			28			0								28		
DD4000 / MTU	Detroit	000 42421 MT	ea				24	40	0								64		
DD60	Detroit	23530706	ea	30		12	24		0							10	76		
SF360TA	Guascor	PGUA7650310	ea						0								0		
NT855	Cummins	FS 1000	ea						0								0		
FAA-AO54M4	Cummins	FS 1006	ea		16				0								16		
FAA-AO54M4	Cummins	FF 2203	ea		16				0								16		
GAF-AO54M2	Cummins	FF 5782	ea		96				0								96		
GAF-AO54M2	Cummins	FS 19763	ea		96				0								96		
8V1600	MTU	5736400006	ea						0		20						20		

Engine	Mfg	fuel secondary	qty	701	702	703	704	705	706	707	708	709	710	711	712	713	Total	Unit Price	Total Price
DD60	Detroit	23521528	ea						0								0		
DD60	Detroit	23530707	ea	30					0				7			10	47		
DD4000	Detroit	23530646	ea			24			0								24		
DD4000 / MTU	Detroit	23530646	ea				24		0								24		
	Cummins	58965 Fleetguard	ea						0						48		48		

Engine	Mfg	air primary	qty	701	702	703	704	705	706	707	708	709	710	711	712	713	Total	Unit Price	Total Price
DD4000	Detroit	P154575	ea						0			26					26		
DD4000 / MTU	Detroit	P781102	ea				12	5	0								17		
DD4000 / MTU	Detroit	P781098	ea				12	5	0								17		
DD60	Detroit	P154575	ea	10			24		0				7			10	51		
DD60	Detroit	618870070	ea						0								0		
NT855	Cummins	P181056	ea						0								0		
DD4000 / MTU	Detroit	TU 000 20407	ea					5	0								5		
NT 855	Cummins	4058965	ea						0						48		48		
DD 60	Detroit	23516489	ea						0								0		
FAA-AO54M4	Cummins	AF 899M	ea		6				0								6		
GAF-AO54M2	Cummins	AF 25544	ea		12				0								12		

Engine	Mfg		qty	701	702	703	704	705	706	707	708	709	710	711	712	713	Total	Unit Price	Total Price
	Parker-Racor	2020SM-OR	ea		36	72	120	48	0	120	120		56		72		644		
	Parker-Racor	2020TM-OR	ea						0								0		
	Parker-Racor	2020PM-OR	ea		120			48	0								168		
	Parker-Racor	P16725	ea						0								0		
	Parker-Racor	301-30	ea						0				48		72		120		
	Parker-Racor	FBO-60377	ea				24		0								24		
	Parker-Racor	2010PM-OR	ea						0		12						12		
3508 B	Parker-Racor	CCV55222-08	ea						0					24			24		
																	Grand Total		