



- c. Tender Form and Declaration of Conformity
 - d. Technical Specifications and Drawings (as applicable)
 - e. Published Addenda
2. Persons submitting a tender, hereinafter called a “Bidder”, shall prepare and deliver the tender in accordance with the following requirements:
 1. A complete tender shall include a completed Tender Form, schedules (See Technical Specifications) and initialed Instructions to Bidders.
 2. Tenders shall be placed in sealed envelopes with the Project Name, Closing Date, Name and Address of Bidder clearly marked on the exterior of the envelope, delivered to

Qulliq Energy Corporation

1st Floor

243 Umiaq Crescent,

P.O. Box 250

Iqaluit, NU X0A 0H0

Attn: Procurement-Tenders

Tenders shipped collect will not be accepted.

OR

Tenders shall be emailed in their entirety to: eSubmissions@qec.nu.ca with Subject Line: **QEC Tender # 2017021**

Due to limited bandwidth Tenders submitted by e-mail must be no more than 10Mb. Bidders may submit their packages in several parts of under 10 Mb each.

Tenders submitted by email other than to eSubmissions@qec.nu.ca are non-compliant and will not be accepted for evaluation.

‘ZIP files’ WILL NOT be accepted as they will be blocked by the QEC security firewall.

Due to connectivity interruptions and other factors beyond QEC control, QEC will not be liable for any errors of transmission including but not limited to misdirected, incomplete or partial Tenders, or Tenders held by firewalls past the Closing Date.

Electronic submissions must be received in full before the date and time specified on the Closing Time defined below, that is, the last part of the submission must be



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. EST, May 3, 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.

3. Notwithstanding any other provision, a Bidder who submits a Tender in response to this RFT agrees that QEC'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 Tender preparation cost. Tender preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFT. By submitting a Tender to this RFT a Bidder acknowledges and accepts this limitation.

3. ADJUSTMENTS TO TENDER

1. Adjustments to the tender price may be made prior to Closing Time. Any price adjustment submitted by the Bidder must show only the amount of adjustment and must clearly indicate whether it is an increase or decrease. The price adjustment shall make no reference to the original tendered amount. If the original price has a breakdown, the adjustment to each item shall be shown. The Bidder may, at his own risk, send such form by eSubmissions@qec.nu.ca with Subject Line: **QEC Tender #-pricing** prior to the Closing Time.

4. WITHDRAWAL OF TENDER

1. A tender may be withdrawn if written notice of withdrawal is submitted by letter or email received by QEC by way of contact information provided in Section 1.2.2, prior to Closing Time.

5. BIDDER'S RESPONSIBILITY

1. Examination of Documents
 1. Bidders are required to thoroughly examine the Tender Documents and are required to thoroughly inform themselves of all aspects of the proposed work.
 2. Bidders shall initial each page of the Instructions to Bidders in the space provided to signify that they have read and understood its contents. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary and reasonable examinations and investigations, will be accepted as grounds for any failure or omission on the part of the Bidder to fulfill in every detail all requirements of the Tender Documents, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time in the performance and completion of the proposed work.



2. Clarification

1. Should any details necessary for a clear and comprehensive understanding be omitted, or any error appears in the Tender Documents, it shall be the responsibility of the Bidder to obtain clarifications before submitting his tender. Requests for such clarifications shall be made in writing at least five (5) working days before the Tender closing date and time, and to the contact provided below. A response to any question received after this deadline is not guaranteed.

Qulliq Energy Corporation

1st Floor

243 Umiaq Crescent, P.O. Box 250

Iqaluit, NU X0A 0H0

Attn: Purchasing/Contracting

Or

The following QEC Purchasing/Contracting official:

E-mail: jkillulark@qec.nu.ca

2. Requests for clarification will be answered by Addenda which will be posted on the Nunavuttenders.ca website. The Addenda may include the question.
3. QEC will neither be responsible for nor held liable as a result of any instructions or information given to any Bidder either orally or in writing except as provided for in posted Addenda.

6. ADDENDA TO THE TENDER DOCUMENTS

1. Any changes to the Tender Documents will be posted on the QEC website. All addenda shall become part of the Tender Documents.
2. Bidders are responsible for keeping themselves aware of Addenda.
3. Acknowledgement shall also be noted on the Tender Form submission that all addenda have been received and that the tender has been prepared in accordance therewith.

7. ACCEPTANCE OF TENDERS

1. QEC reserves the right to reject any and all tenders and the lowest tender, after application of price adjustments permitted by the NNI Policy, will not necessarily be accepted.

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 sign a contract including the terms set out in the attached Articles of Agreement and General Conditions. 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 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
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00



NNI Adjustment Table for Services Contracts Page 1

NNI Adjustment Table - Fees/Price		Insert Company Name					
Service Provider	Value of Services	Nunavut Business	Inuit Firm	Local Business	Total	Value of Adjustment	Adjusted Value
	(\$)	Enter 5% or 0	Enter 5%, 10%, 15% or 0	Enter 5% or 0	Adjustment (%)	(\$ x %)	
Example - Own Forces Materials					0%	\$0.00	\$ -
Example - Own Forces Admin					0%	\$0.00	\$ -
Example - Sub Contractor Materials					0%	\$0.00	\$ -
					0%	\$0.00	\$ -
					0%	\$0.00	\$ -
					0%	\$0.00	\$ -
					0%	\$0.00	\$ -
					0%	\$0.00	\$ -
Adjusted Total Fees/Price Breakdown							\$ -



NNI Adjustment Table for Mixed Goods and Services Procurement

NNI Adjustment Table - Fees/Price		Insert Company Name					
Goods/Service Provider	Value of Goods/Services	Nunavut Business	Inuit Firm	Local Business	Total	Value of Adjustment	Adjusted Value
	(\$)	Enter 5% or 0	Enter 5%, 10%, 15% or 0	Enter 5% or 0	Adjustment (%)	(\$ x %)	
Example - Own Forces Materials				0%	0%	\$0.00	\$0.00
Example - Own Forces Admin				0%	0%	\$0.00	\$0.00
Example - Sub Contractor Materials				0%	0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
Adjusted Total Fees/Price Breakdown							\$0.00



NNI Adjustment Table - Payroll/Labour		Insert Company Name					
Payroll	Value of Labour (\$)	Nunavut Resident Enter 5% or 0	Inuit Labour Enter 15% or 0	Local Resident Enter 5% or 0	Total Adjustment (%)	Value of Adjustment (\$ x %)	Adjusted Value
Example - General Contractor					0%	\$0.00	\$0.00
Example - Sub Contractor A					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
					0%	\$0.00	\$0.00
Adjusted Total Payroll/Labour Breakdown							\$0.00
Total Bid Value (Value of Goods/Services + Value of Labour as Submitted by Bidder)							\$0.00
Total Value of Adjustments (Adjustments to Goods/Services + Adjustments to Payroll/Labour)							\$0.00
Final Adjusted Bid Value (Total Bid Value - Total Value of Adjustments)							\$0.00

PLEASE DO NOT ALTER OR DELETE THE FORMULAS. THIS TABLE IS DESIGNED TO AUTOMATICALLY CALCULATE THE CORRECT FIGURES



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Qulliq Energy Corporation
Société d'énergie Qulliq
Qulliq Aluyaktuqtunik Ikumatjutiit

Contract Number: 2017021

Location: Kimmirut, NU

TENDER SUBMISSION FORM



ᑭᓄᓐ-ᓕᓄᓐ ᓅᓐᓐᓄᓐᓄᓐᓄᓐ ᓄᓐᓄᓐ
Qulliq Energy Corporation
Société d'énergie Qulliq
Qulliq Aluyaktuqtunik Ikumatjutiit

Contract Number: 2017021

Location: Kimmirut, NU

PURCHASE ORDER TERMS & CONDITIONS

DEFINITIONS

- i) “Buyer” means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of QEC;
- ii) “Contract” or “Purchase Order” means this goods supply contract between QEC 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 President and CEO, of the Qulliq Energy Corporation (QEC);
- iv) “FOB” means Free on Board – Freight Prepaid and indicates the location at which ownership and responsibility for the goods transfers to QEC. 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) “QEC” means the Qulliq Energy Corporation;
- 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 QEC 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. 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.
- 3. QEC 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.
- 4. No employer-employee, principal-agent or partnership relationship of any kind, between the parties, is intended or deemed to be created by this Contract.
- 5. This Contract shall ensure to the benefit of and be binding on the administrators, executors, successors and assigns of both parties.
- 6. 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 QEC 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.
- 7. The Contracting Authority may delegate any of his/her authority and undertaking pursuant to this Contract to any officer, employee or agent of the QEC.
- 8. 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.
- 9. 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.
- 10. No waiver by either party of any part of the Contract shall be effective unless in writing and signed by both parties.

SUPPLIER’S RIGHTS AND OBLIGATIONS

- 11. 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, QEC, or Canada, as applicable, with regard to the sale, supply and delivery of goods.
- 12. 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 QEC.

13. This Contract may not be assigned or sub-contracted by the Supplier, either in whole or in part, without the prior written consent of QEC. 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.
14. In consideration of the Supplier's full satisfactory delivery of the goods governed by this Contract, QEC 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.
15. 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.
16. 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.
17. 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.
18. 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 QEC, or not in accordance with the specifications of this Contract, and shall be returned to the Supplier.
19. 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.
20. 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.
21. 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 QEC and the Supplier hereby absolutely assigns to QEC the copyright in the property for the whole of the term of the copyright.
22. 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.
23. 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.
24. OPTION: The Supplier grants QEC an irrevocable option, which can be exercised at the sole discretion of QEC within 60 days of the issue date of this Purchase Order, for an additional quantity at the same price stated herein.

SHIPPING AND HANDLING

25. 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.

37. 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 QEC.

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

TERMINATION

39. 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 QEC detailing the circumstances, causes and anticipated outcome of such disruption. QEC 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.

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

- 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 QEC 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.

41. QEC 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.

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

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

44. In the event of termination, in whole or in part, QEC 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. QEC 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

45. 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.

46. 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.

47. 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.

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

ALTERNATIVE DISPUTE RESOLUTION

49. 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.
50. Senior Representatives' Negotiations: If the dispute cannot 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.
51. Mediation: If the dispute cannot be resolved within a period of thirty (30) days following the appointment of senior representatives for the parties pursuant to clause 50, the parties agree to attempt to resolve the dispute by structured negotiation with the assistance of a mutually agreeable mediator. If the parties cannot 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.
52. Binding Arbitration: If the dispute cannot 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;
53. The arbitration shall be conducted under the rules of the 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, unless the parties otherwise agree in writing.
54. 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 QEC pursuant to this Agreement.
55. 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.